
A

**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**EVERGREEN ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

EVERGREEN ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2012**

GENERAL INDEX

Contract Schedules

- Schedule 1: University Board Resolutions
 - Method of Selection Resolution, dated July 21, 2011
 - Authorization Resolution, dated July 21, 2011
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information To Be Provided By Academy and Educational Management Company
- Schedule 7: Academy Specific Information & Educational Program
 - Schedule 7-1: Educational Goals and Programs
 - Schedule 7-2: Curriculum
 - Schedule 7-3: Staff Responsibilities
 - Schedule 7-4: Methods of Accountability and Pupil Assessment
 - Schedule 7-5: Academy's Admission Policies and Criteria
 - Schedule 7-6: School Calendar and School Day Schedule
 - Schedule 7-7: Age/Grade Range of Pupils Enrolled
 - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; and Occupancy Certificate

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section

Section 1.1	Certain Definitions.....	1
Section 1.2	Schedules	3
Section 1.3	Statutory Definitions.....	3
Section 1.4	Application.....	3
Section 1.5	Conflicting Contract Provisions.....	3

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1	University Board Resolutions	4
Section 2.2	Method for Monitoring Academy's Compliance With Applicable Law and Performance of its Targeted Educational Outcomes.....	4
Section 2.3	University Board Administrative Fee	5
Section 2.4	University Board as Fiscal Agent for the Academy	5
Section 2.5	Authorization of Employment	5
Section 2.6	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University	6
Section 2.7	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University	6
Section 2.8	Authorizing Body Contract Authorization Process	6

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1	Governmental Agency or Entity and Political Subdivision.....	7
Section 3.2	Other Permitted Activities	7

ARTICLE IV

PURPOSE

Section 4.1	Academy's Purpose	7
-------------	-------------------------	---

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1	Articles of Incorporation.....	7
Section 5.2	Bylaws.....	7

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1	Governance Structure.....	8
Section 6.2	Contributions and Fund Raising	8
Section 6.3	Educational Goals and Programs	8
Section 6.4	Curriculum	8
Section 6.5	Methods of Accountability	8
Section 6.6	Staff Responsibilities	9
Section 6.7	Admission Policy	9
Section 6.8	School Calendar/School Day Schedule	9
Section 6.9	Age/Grade Range of Pupils Enrolled.....	9
Section 6.10	Annual Financial Audit.....	9
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations.....	9
Section 6.12	Accounting Standards	10
Section 6.13	Placement of University Student Interns	10
Section 6.14	Disqualified Organizational or Contractual Affiliations.....	10
Section 6.15	Matriculation Agreements	11
Section 6.16	Posting of Adequate Yearly Progress (AYP) and Accreditation Status	11

ARTICLE VII

TUITION PROHIBITED

Section 7.1	Tuition Prohibited: Fees and Expenses.....	11
-------------	--	----

ARTICLE VIII

COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS

Section 8.1	Compliance with Part 6a of Code	11
Section 8.2	Compliance with State School Aid Act	11
Section 8.3	Open Meetings Act	11
Section 8.4	Freedom of Information Act	11
Section 8.5	Public Employees Relations Act.....	12
Section 8.6	Prevailing Wage on State Contracts	12
Section 8.7	Uniform Budgeting and Accounting Act.....	12
Section 8.8	Revised Municipal Finance Act of 2001	12
Section 8.9	Non-discrimination	12

Section 8.10	Other State Laws.....	12
Section 8.11	Federal Laws.....	12

ARTICLE IX

AMENDMENT

Section 9.1	Process for Amending the Contract	12
Section 9.2	Process for Amending Academy Articles of Incorporation.....	13
Section 9.3	Process for Amending Academy Bylaws	13
Section 9.4	Change in Existing Law.....	13

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1	Grounds and Procedures for Academy Termination of Contract	13
Section 10.2	Termination by University Board	14
Section 10.3	Contract Suspension.....	15
Section 10.4	Statutory Grounds for Revocation	15
Section 10.5	Other Grounds for University Board Revocation	16
Section 10.6	University Board Procedures for Revoking Contract	17
Section 10.7	Automatic Revocation by State of Michigan.....	19
Section 10.8	Material Breach of Contract.....	20
Section 10.9	Appointment of Conservator/Trustee	20

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1	Grand Valley State University Faculty Employment in the Academy	21
Section 11.2	The Academy Faculty Appointment to Grand Valley State University Faculty.....	21
Section 11.3	Student Conduct and Discipline.....	21
Section 11.4	Insurance	21
Section 11.5	Transportation	22
Section 11.6	Extracurricular Activities and Interscholastic Sports	22
Section 11.7	Legal Liabilities and Covenants Not to Sue	22
Section 11.8	Lease or Deed for Proposed Single Site(s)	23
Section 11.9	Occupancy and Safety Certificates	23
Section 11.10	Deposit of Public Funds by the Academy.....	23
Section 11.11	Educational Service Provider Agreements	23
Section 11.12	Required Provisions for Educational Service Provider Agreements	23
Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes	24
Section 11.14	Certain Familial Relationships Prohibited	25
Section 11.15	Dual Employment Positions Prohibited.....	25

Section 11.16	Oath of Public Office	25
Section 11.17	Information Available to the Public and University	25
Section 11.18	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence	25

ARTICLE XIII

GENERAL TERMS

Section 12.1	Notices	26
Section 12.2	Severability	26
Section 12.3	Successors and Assigns.....	26
Section 12.4	Entire Contract	26
Section 12.5	Assignment	26
Section 12.6	Non-Waiver.....	27
Section 12.7	Indemnification	27
Section 12.8	Construction	27
Section 12.9	Force Majeure	27
Section 12.10	No Third Party Rights.....	27
Section 12.11	Non-agency	27
Section 12.12	Governing Law	28
Section 12.13	Counterparts.....	28
Section 12.14	Term of Contract.....	28
Section 12.15	Survival of Provisions.....	29
Section 12.16	Termination of Responsibilities.....	29
Section 12.17	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	29

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code ("Code"), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees ("University Board") issues a contract to Evergreen Academy (the "Academy"), to be effective July 1, 2012, confirming the Academy's status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or "ESP"** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that

has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel or Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office or CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director or CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Sixth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate

a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President

the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Restated Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy

Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management

agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a

recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers' Compensation insurance (statutory limits) and Employers' Liability insurance with a minimum of one million dollars (\$1,000,000); if the Academy has no employees or leases employees, it must carry Workers' Compensation insurance (statutory limits) on an "if any" basis including Employers' Liability limits of one million dollars (\$1,000,000).
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an "A" best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy

Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand

Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy:

Board President
2121 Hudson Avenue
Kalamazoo, MI 49008

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior

application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2012, and shall remain in full force and effect for seven (7) years until June 30, 2019, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2019, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval

from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2012, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

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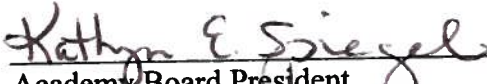
As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

EVERGREEN ACADEMY

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JULY 15, 2011:

Evergreen Academy 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Evergreen Academy ("Academy"), located at 77 East Michigan Avenue, Battle Creek, Michigan 49015, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy

Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.
6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the

Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

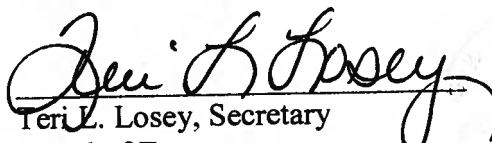
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Ellie Callander	2 year term expiring June 30, 2013
James F. Hettinger	2 year term expiring June 30, 2013
Gerald P. Holloway	3 year term expiring June 30, 2014
Kathryn E. Spiegel	3 year term expiring June 30, 2014

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 21st day of July 2011.


 Teri L. Losey, Secretary
 Board of Trustees
 Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES			
Date Received		(FOR BUREAU USE ONLY)	
		This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Douglas J. McNeil		EFFECTIVE DATE: July 1, 2011	
Address 250 Washington Ave			
City Grand Haven	State MI		

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

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RESTATED ARTICLES OF INCORPORATION For Use by Domestic Nonprofit Corporations

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is: Evergreen Academy Project Team, Inc.
2. The identification number assigned by the Bureau is: 70892T
3. All former names of the corporation are: Not applicable
4. The date of the filing of the original Articles of Incorporation was: 04/27/2011

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is: Evergreen Academy.

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purpose, shall at all times be conducted so as to be a government entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under this Code.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2.
 - a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none").

Real Property: none

- b. The description and value of its personal property assets are: (if non, insert "none").

Personal Property: none

- c. The corporation is to be financed under the following general plan:
 - i. State School aid payments pursuant to the State School Aid Act of 1979 or any successor law;
 - ii. Federal Funds;
 - iii. Donations;
 - iv. Tuition and fees permitted to be charged by public school academies; and
 - v. Other funds lawfully received.
 - d. The corporation is organized on a Directorship basis.

ARTICLE IV

1. The name of the resident agent at the registered office is Dr. Norman Peterson.
2. The address of the registered office is:

600 South Lincoln St.
Augusta, MI 49012
3. The mailing address of the registered office is the same.

ARTICLE V

The name and address of the incorporator is as follows:

Dr. Norman Peterson
600 South Lincoln St.
Augusta, MI 49012

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the

University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Directors positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward the recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when an Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath/Acceptance of Office/Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of the term, terms shall end on June 30 of the final year of year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board member position shall be considered vacant when an Academy Board member:
- a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedure in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

of Academy Board positions
Five (5)

required for Quorum
Three (3)

Seven (7)
Nine (9)

Four (4)
Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon dissolution of the corporation, the board shall after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporator, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles shall not be amended except by the process provided in the contract executed by the corporation and the University Board.

ARTICLE XI

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporations.

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- i) A breach of the director's duty of loyalty to the corporation;
- ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law;
- iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- iv) A transaction from which the director derived an improper personal benefit;
- v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the IRC, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This Article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- ii) The volunteer was acting in good faith;
- iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- iv) The volunteer's conduct was not an intentional tort; and
- v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in §209(e)(v) of the Michigan Nonprofit Corporation Act.

This Article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIV

The officers of the Academy Board shall be a President, Vice President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

ARTICLE XV

The Restated Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

These Restated Articles of Incorporation were duly adopted on the 2nd day of May, 2012, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and **do further amend** the provisions of the Articles of Incorporation, and were duly adopted by the shareholders, members, or the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 2nd day of May, 2012

By: Norman Peterson
Dr. Norman Peterson
Director of Operations
Foundation for Behavioral Resources

SCHEDULE 3

BYLAWS

**BYLAWS
OF
EVERGREEN ACADEMY**

ARTICLE I

PURPOSE

The purpose or purposes for which the corporation is organized are as follows:

The corporation is organized exclusively for charitable and educational purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the United States Internal Revenue Code ("IRC"), or corresponding section of any future federal tax code.

Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

The corporation, including all activities incident to its purpose, shall at all times be conducted so as to be a government entity pursuant to Section 115 of the IRC or any successor law. Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under this Code.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number of Directors. The first board of directors shall be those elected by the incorporator. The incorporator shall have the authority to remove or appoint directors prior to the first meeting of the board. Thereafter, directors shall be elected at the annual directors' meeting, except as provided in Section 2 of this Article, and shall hold office until a successor is elected. The number of directors may be changed by the board of directors; however, in no event shall the board consist of less than three (3) or more than seven (7) directors.

Section 2. Vacancies. Vacancies and newly created positions on the board of directors may be filled by a vote of the majority of directors then in office.

Section 3. Powers. The board of directors shall manage the business of the Corporation and may exercise all the powers of the Corporation.

Section 4. Resignation and Removal. A director may resign at any time by written notice to the Corporation. A director may be removed with or without cause by a vote of a

majority of the directors entitled to vote at an election of directors, except as provided by law.

Section 5. Committees of Directors. The board of directors may designate such committees of its members as it may deem advisable.

ARTICLE III

MEETING OF DIRECTORS

Section 1. Times and Places of Meetings. Meetings of the board will be held at the time and place fixed by the board.

Section 2. Annual Meeting. An annual meeting of the board for the purpose of electing directors and officers and for other purposes shall be held on the first Friday of the last month of the fiscal year of the Corporation, or at such other time and place set by the board of directors or the President.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting of directors stating the time, place and purposes of the meeting shall be given either personally or by mail to each director not less than ten (10) nor more than sixty (60) days prior to the date fixed for the meeting.

Section 4. Special Meetings. Special meetings of the board may be called by the board, the President or the Secretary.

Section 5. Notice of Special Meetings. Written notice of special meetings stating time, place and purposes of the meetings shall be given to each director. When provided personally or by telegram, the notice shall be given two (2) days in advance of the date fixed for the meeting. When provided by mail, the notice shall be sent five (5) days in advance of the date fixed for the meeting.

Section 6. Waiver of Notice of Meetings. Notice of any meeting of the board of directors need not be given to any person who signs a waiver of notice before or after the meeting. Attendance of a director at a meeting of the board constitutes a waiver of notice of such meeting, except when the director protests at the beginning of the meeting that the meeting is not lawfully called or convened.

Section 7. Quorum. A majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of those directors present at any meeting at which there is a quorum shall be the act of the board, except as provided by law or by the Articles of Incorporation.

Section 8. Vote Required. Directors of the Corporation shall be elected by a plurality of votes cast. All other actions shall be authorized by a majority of the votes cast.

Section 9. Voting Rights. Each director present in person or by proxy at a meeting of the board shall be entitled to one vote.

Section 10. Conduct of Meetings. Meetings of directors generally shall follow accepted rules of parliamentary procedure, except the Chairperson shall have authority over matters of procedure and may adopt any form of procedure suited to the business being conducted.

Section 11. Action Without A Meeting. Unless otherwise restricted by the Articles of Incorporation, any action may be taken without a meeting, prior notice or vote, if a written consent is signed by all members of the board of directors.

Section 12. Participation by Telephone. Any or all members of the board of directors or members of any committee may participate in a meeting by means of conference telephone call by which all persons participating in such meeting can hear each other, and participation in such conference telephone call shall constitute presence in person at the meeting.

ARTICLE IV

OFFICERS

Section 1. Appointment. The board at its annual meeting shall appoint a President, Secretary, and Treasurer. The board may also appoint a Chairperson of the board and one or more Vice Presidents. Only the Chairperson of the board need be a director. Any two or more offices may be filled by the same person.

Section 2. Resignation and Removal. An officer may resign at any time by written notice to the Corporation. An officer may be removed with or without cause by a vote of the board, except as provided by law.

Section 3. Chairperson of the Board. The Chairperson of the board, if there is one, shall, when present, preside at all meetings of directors. The Chairperson shall have such other duties and powers as the board of directors shall authorize.

Section 4. President. The President shall be the chief executive officer and, unless the Chairperson of the board is present, shall preside at all meetings of directors. The President shall sign bonds, mortgages, and other contracts and agreements on behalf of the Corporation except when the board of directors shall instruct the same to be done by some other officer or agent. The President shall see that all orders and resolutions of the board of directors are carried into effect and shall perform all other duties necessary or appropriate to the office of President.

Section 5. Vice President. Each Vice President shall have such title and perform such duties assigned by the President or the board of directors.

Section 6. Secretary. The Secretary shall maintain the minutes of all minutes of the board of directors and shall perform such duties assigned by the President or the board of

directors.

Section 7. Treasurer. The Treasurer shall have the custody of the corporate funds and securities except as otherwise provided by the board of directors, shall keep full and accurate accounting records for the Corporation, and shall deposit all funds to the credit of the Corporation in such depositories as may be designated by the board of directors.

Section 8. Other Officers. Other officers may from time to time be appointed by the board of directors to perform such duties and exercise such authority as the board of directors or President shall prescribe.

ARTICLE V

INDEMNIFICATION

Section 1. Indemnification. The Corporation shall indemnify its directors, officers, employees and agents against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with any actions or suits brought or threatened against them, including actions by or in the right of the Corporation, by reason of the fact that such person was serving as a director, officer, employee or agent of the Corporation, to the fullest extent provided by law.

Section 2. Authorization of Indemnification. Indemnification shall be made (unless ordered by court or provided by law) only upon determination that such director, officer, employee or agent acted in good faith and in the best interests of the Corporation. Such determination shall be made (1) by majority vote of a quorum of directors who were not parties to such action or suit, or (2) if a quorum of disinterested directors directs, by written opinion of legal counsel for the Corporation or by other independent legal counsel.

Section 3. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of this Corporation or is on or was serving at the request of the Corporation in any other enterprise against any liability incurred in such capacity.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Checks. All checks or demand for money and notes of the Corporation shall be signed by such persons as the board of directors may designate.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be fixed by the board of directors.

Section 3. Seal. The board of directors may adopt a corporate seal.

ARTICLE VII

DEDICATION OF ASSETS

Section 1. Use of Funds. The funds and property for the Corporation shall be used exclusively for the purposes of the Corporation described in the Articles of Incorporation. No dividends, distributions, or compensation of any kind shall be paid to persons in their capacities as directors of the Corporation.

Section 2. Dissolution and Liquidation. In the event that the Corporation's charitable purposes fail, or if this Corporation ceases to be approved as a tax-exempt organization under the federal Internal revenue Code, and any such defect with respect thereto is not cured by appropriate amendment, or in the event of voluntary dissolution, then all of the assets of this Corporation, including all accumulated income, shall be distributed and paid over to such other charitable organization or organizations as the directors, or in default of designation by the directors, the Circuit Court for the County of Calhoun, Michigan, shall designate as best accomplishing the purposes for which this organization was formed, always provided, however, that the organizations receiving such assets are qualified as tax-exempt under Section 501(c)(3) of the federal Internal Revenue Code, or the corresponding provisions of any future United States Internal Revenue Law. After such assets have been distributed, the Corporation shall be dissolved.

ARTICLE VIII

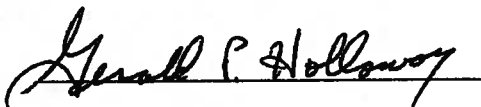
AMENDMENTS

These Bylaws may be amended or repealed at any meeting of the board of directors by a majority of those directors on the board.

SECRETARY'S CERTIFICATE

The undersigned, Secretary of the Corporation, does hereby certify that the foregoing Bylaws of the Corporation have been duly adopted by the Board at a meeting of the Board held on May 2, 2012.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the Corporation, has signed this Certificate as of the 2nd day of May, 2012.



SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Evergreen Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

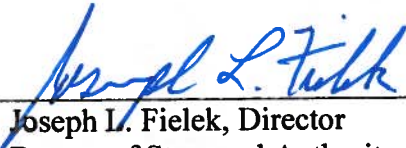
The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgement of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: _____


Joseph L. Fielek, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: April 4, 2012

SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2012 – June 30, 2013

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 2	Board Adopted 2012-2013 School Calendar/School Day Schedule.	CSO
July 2	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2012-2013.	CSO
July 2	Copy of Notice of Public Hearing for Annual Operating Budget for 2012-2013.	CSO
July 2	Copy of Parent Satisfaction Survey and Results from 2011-2012, if applicable.	CSO
July 5	Anti-Bullying Policy, in accordance with Matt's Safe School Law	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2011-2012 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2012-2013.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2012-2013.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2012-2013.	CSO
August 1	Board Designated Legal Counsel for 2012-2013.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2012-2013.	CSO
August 31	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2012-2013.	CSO
September 4	Board approved Student Handbook 2012-2013.	CSO
September 4	Board approved Employee Handbook 2012-2013.	CSO
September 4	Copy of School Improvement Plan covering 2012-2013 academic year.	CSO
October 1	Completed PSA and ESP/MC Insurance Questionnaires. Required forms available at www.gvsucso.org .	CSO
October 1	Annual Nonprofit Corporation Information Update for 2012.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2012. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2012, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2012 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2012 Enrollment and Attendance for 1 st & 2 nd Year PSAs only. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 12	Annual Education Report for the 2011-2012 academic year to be submitted and presented at a public meeting.	CSO
October 29	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 3	Academy's Technology Plan covering 2012-2013 or annual updates thereto.	CSO
January 7	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2012-13 signed by a representative of the Academy.	CSO
January 31	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsucso.org .	CSO
April 19	DS-4168-B District Report of Planned Number of Days and Clock Hours of Pupil Instruction for 2012-2013 (See MDE website www.michigan.gov/mde for MDE due date).	CSO
April 26	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2013-2014.	CSO
June 3	Certificate of Boiler Inspection covering years 2012-2013	CSO
June 28	Board Approved Amended Budget for 2012-2013 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 28	2012-2013 Log of emergency drills, including date, time and results. Sample form available at www.gvsucso.org .	CSO
June 28	Board adopted Letter of Engagement for year ending June 30, 2013 independent financial audit.	CSO
June 28	Food service license expiring 04/30/2014.	CSO

Ongoing Reporting Requirements July 1, 2012 – June 30, 2032

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2012 – June 30, 2013

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2012 – June 30, 2013

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
September 28	Student Count Day for State Aid F.T.E.	No submission required.
September 30	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October 3	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October 3	Certification of Constitutionally Protected Prayer	MDE
October 7	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb 6	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a) of the Terms and Conditions:

1. Contract;
2. Copies of the executed Constitutional Oath of public office form for each serving Director;
3. List of currently serving Directors with name, address, and term of office;
4. Academy Board meeting calendar;
5. Copy of public notice for all Academy Board meetings;
6. Academy Board meeting agendas;
7. Academy Board meeting minutes;
8. Academy Board approved budget and amendments to budget;
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board;
10. Quarterly financial reports submitted to the University Charter Schools Office;
11. Curriculum documents and other educational materials submitted to the University Charter Schools Office;
12. Copy of school improvement plan (if required);
13. Copies of facility leases or deeds, mortgages, modular leases and/or deeds;
14. Equipment leases;
15. Proof of ownership for Academy owned vehicles and portable buildings;
16. Academy Board approved management contract with Educational Service Provider;
17. Academy Board approved service contract(s);
18. Office of Fire Safety certificate of occupancy for all Academy facilities;
19. MDE letter of continuous use (if required);
20. Local County Health Department food service permit (if required);

21. Asbestos inspection report and asbestos management plan (if required);
22. Boiler inspection certificate and lead based paint survey (if required);
23. Phase 1 environmental report (if required);
24. List of current Academy staff with their individual compensation as submitted to the Registry of Educational Personnel;
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff;
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators;
27. Academy Board approved policies;
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit;
29. Proof of insurance as required by the Contract;
30. Any other information specifically required under Public Act 277 of 2011.

B. The following information is specifically included within the types of information available to the Academy by the ESP (if any) in accordance with section 11.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as of the 2 day of May, 2012, by and between the **Foundation for Behavioral Resources**, a Michigan non-profit corporation ("FBR"), and **Evergreen Academy**, a body corporate and public school academy (the "Academy").

RECITALS

The Academy is a charter school, organized as a public school academy under the revised Michigan School Code (the "Code"). The Academy has been granted a contract (the "Contract") by the Grand Valley State University Board of Trustees ("GVSU") to organize and operate a public school academy, with GVSU as the authorizing body.

FBR was instrumental in the creation of the Academy, having incorporated the Academy, recruited its initial Board of Directors (the "Board"), prepared the application with GVSU for the Contract (the "Application"), and prepared the curriculum and related documents submitted with the Application and essential for the operation of the Academy.

The Academy and FBR desire to create an enduring educational partnership, whereby the Academy and FBR will work together to bring educational excellence and innovation to the Kalamazoo metropolitan area, based on FBR's school design, comprehensive educational program and management principles.

In order to facilitate the commencement of school for the 2012-2013 school year and the continuation of school indefinitely thereafter, and to implement an innovative educational program at the school, the parties desire to establish this arrangement for the management and operation of the Academy.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

- A. Authority.** The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The Academy further represents that it has been granted the Contract by GVSU to organize and operate a public school academy. The Academy is therefore authorized by the code and GVSU to supervise and control such academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.
- B. Contract.** The Academy hereby contracts with FBR, to the extent permitted by law, for the provision of all labor, materials, facilities, equipment and supervision necessary for

the provision of educational services to students, and the management, operation and maintenance of the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board of the Academy and included in the Contract between the Academy and GVSU.

C. Designation of Agents. The Board designates the employees of FBR's Central Office and Charter School Division as agents of the Academy having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERPA").

D. Status of the Parties. FBR is a non-profit Michigan corporation, and is not a division of or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of FBR. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer – employee. Except as expressly provided in this Agreement, no agent or employee of FBR shall be deemed to be the agent or employee of the Academy. FBR shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between FBR and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between FBR and the Academy.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of July 1, 2012 and shall expire on June 30, 2019. This Agreement shall automatically renew for an additional term of one year, and from year to year thereafter, unless otherwise terminated or renegotiated in accordance with Article VII.

ARTICLE III

FUNCTIONS OF FBR

A. Responsibility. FBR shall be responsible and accountable to the Board for the administration, operation and performance of the Academy in accordance with the Contract. FBR's responsibility is expressly limited by: (i) the budget FBR and the Academy agree upon pursuant to the terms of this Agreement, and (ii) the availability of state funding to pay for said services. Neither FBR nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in the Academy budget.

B. Educational Program. FBR agrees to implement the educational goals and programs as incorporated in the Contract (the "Educational Program"). In the event FBR determines that it is necessary to modify the Educational Program, FBR shall inform the Board of the proposed changes and obtain board approval, and if required under the Contract, approval of GVSU. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and FBR are interested in results and not in inflexible prescriptions. At the end of each academic semester, and otherwise as requested, FBR will provide the Board with updated reports on progress towards implementing each of the Academy's educational goals in the Educational Program.

C. Specific Functions. FBR shall be responsible for the management, operation, administration, accounting and education at the Academy. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs.
2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI.
3. Operation of the school building, which FBR shall rent, lease or otherwise provide for the Academy's use, and the installation of technology integral to the school design.
4. All aspects of the business administration of the Academy.
5. All aspects of the accounting operation, including general ledger management and financial reporting.
6. Food service, if any is provided, for the Academy.
7. Before and after school child care, if any is provided, for the Academy through the use of FBR's Child Development Centers.
8. Any other function necessary or expedient for the administration of the Academy.

D. Purchases. Purchases made by FBR on behalf of the Academy with Academy monies including, but not limited to, instructional materials, supplies, and equipment will be the property of the Academy.

E. Subcontracts. FBR reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy including, but not limited to transportation and/or food

service. However, FBR shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

- F. Place of Performance.** FBR reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.
- G. Educational Facilities.** It is FBR's responsibility to locate facilities to be used by the Academy. The Board agrees that FBR may own the facilities used by the Academy and further agrees that FBR may rent or lease these facilities to the Academy at Fair Market Value. Fair Market Value shall be based on cost/square foot/year for property and shall be charged in either 12 or 9 equal monthly payments. The Board agrees that FBR has fully disclosed its ownership interest in the Educational Facilities and agrees that FBR may select such facilities and construct additional facilities for use by the Academy.
- H. FBR Office Space.** For the term of this Agreement, suitable office space shall be provided at the Academy for FBR personnel and subcontractors. The office space shall be used by FBR for FBR activities related to the Academy. The Academy shall also provide FBR, upon FBR's request, with an additional room to be used for activities related to the Academy. The Academy agrees that FBR may incur, on the Academy's behalf, office and rental expenses associated with off-site central management.
- I. Student Recruitment.** FBR and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.
- J. Due Process Hearings.** FBR shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Academy shall retain the right to provide due process as required by law.
- K. Legal Requirements.** FBR shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived, but the Academy shall interpret state and local regulations liberally to give FBR flexibility and freedom to implement its educational and management programs.
- L. Rules & Procedures.** FBR shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy.

- M. School Year and School Day.** The school year and school day shall be as provided in the Contract submitted to and approved by GVSU. FBR reserves the right to modify the school year/day so long as State mandated days and hours of instruction are met.
- N. Pupil Performance Standards and Evaluation.** FBR shall implement pupil performance evaluations which permit evaluation of the education progress of each Academy student. FBR shall be responsible and accountable to the Board for the performance of students who attend the Academy. FBR will utilize assessment strategies required by the terms of the Contract. The Board and FBR will cooperate in good faith, to identify measures of school performance and goals for Academy students including, but not limited to, parent satisfaction.
- O. Services to Disabled Students and Special Education.** FBR shall provide special education services to students who attend the Academy in conformity with the requirements of state and federal law. FBR may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Academy's program, subject to approval of the Academy Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies.
- P. Compliance with Academy's Contract.** FBR agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- Q. Unusual Events.** FBR agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Academy in complying with its responsibilities hereunder.
- R. Student and Financial Records.** All student and financial information related to the Academy shall be available for inspection at the Academy or at FBR's central office upon reasonable request consistent with applicable federal and state laws.

ARTICLE IV

OBLIGATIONS OF THE BOARD

- A. Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of FBR including, but not limited to, FBR's recommendations concerning policies, rules, regulations and budgets. The Board's failure to adopt FBR's reasonable recommendations with respect to policies, rules and regulations to enable FBR to implement the school design as set forth in the Contract may, at FBR's option, be deemed a material breach of this Agreement by the Academy. The Board shall retain the

authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy. The Board shall further retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials and equipment.

- B. Assistance to FBR.** The Academy shall cooperate with FBR in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Academy shall timely furnish FBR all documents and records necessary for FBR to properly perform its responsibilities under this agreement.
- C. Unusual Events.** The Academy agrees to timely notify FBR of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect FBR in complying with its responsibilities hereunder.
- D. FBR Office Space.** For the term of this Agreement, suitable office space shall be provided at the Academy for FBR personnel and subcontractors. The office space shall be used by FBR for FBR activities related to the Academy. The Academy shall also provide FBR, upon FBR's request, with an additional room to be used for activities related to the Academy. The Academy agrees that FBR may incur, on the Academy's behalf, office and rental expenses associated with off-site central management.
- E. Retained Authority.** The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy. The Academy Board shall further retain the obligation, as provided in section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials and equipment.
- F. Building Facility.** It is FBR's obligation to secure a building that complies with all requirements of the Contract. FBR may own, build, purchase or lease a school facility for or on behalf of the Academy.
- G. Educational Consultant.** The Board may retain at its own expense an educational consultant to review the operations of the Academy and the performance of FBR under this agreement. FBR shall cooperate with such consultant in the performance of his or her responsibilities to the Board. Notwithstanding anything contained elsewhere in this agreement, without Board authorization, FBR shall have no authority to select, evaluate, assign, supervise or control any consultant retained by the Board.

ARTICLE V

FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all monies received by the Academy Board shall be deposited within three (3) business days with a financial institution acceptable to the Board and FBR. The Academy and FBR shall be named signatories on the account. FBR, as disbursement agent for the Board, is authorized to disburse funds from the account on behalf of the Academy for the purposes and uses authorized pursuant to the terms of this Agreement. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by on or behalf of the Academy including, but not limited to;

- 1) State Aid Funds.
- 2) Special Education funding provided by Federal or State Governments to the Academy that is directly allocable to special education students in the Academy.
- 3) Gifted and Talented funding provided by Federal and State Governments that is directly allocable to gifted and talented students in the Academy.
- 4) At-Risk funding provided by Federal and State Governments to the Academy that is directly allocable to at-risk students in the Academy.
- 5) Funding provided by Federal and State Governments to the Academy that is directly allocable to students in the Academy with limited English proficiency.
- 6) Federal and State grant sources, including Title 1, which is directly allocable to the Academy.
- 7) Grants and donations received by the Academy (except to the extent FBR is not required or involved in soliciting, administering, or managing such grants and/or donations).
- 8) Fees charged to students for extra services as and to the extent permitted by law.

(All of the above are hereinafter collectively referred to as the "Revenues").

The Revenues shall be expended by FBR in accordance with the approved Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget

1. Projected Budget. FBR shall provide the Board with an annual projected Budget (the "Budget"). The budget shall be submitted to the Board prior to June 30th for the following academic year.
2. Budget Detail. The Budget shall contain reasonable detail as requested by the Board. The Budget shall include all projected expenses and costs reasonably associated with operating the Academy and the FBR school program including, but not limited to, the projected cost of: all services and education programs provided to the Academy,

leasehold and other lease obligations incurred by the Academy, maintenance and repairs to Academy facilities and capital improvements except as otherwise agreed upon, supplies and furnishings necessary to operate the Academy, all taxes of any kind that are assessed or imposed, insurance premiums, utilities, professional fees, and other costs and expenses connected to operating the Academy.

3. Board Surplus. The Budget shall provide that the Board shall have a surplus for use by the Board in an amount equal to two (2) percent of Revenues after deducting the percentage paid to GVSU pursuant to its Contract (the "Board Surplus").
 4. Approval. The Budget shall be prepared by FBR and submitted to the Board for approval. The Budget may be amended from time to time as deemed necessary by FBR and the Board.
 5. Expenditures. FBR shall not expend the Revenues in such a way as to deviate materially from the provisions of the Budget without Board approval (except where the deviation is less than the amount budgeted).
- C. Fee.** FBR shall be entitled to retain as compensation for its services rendered pursuant to this Agreement the difference, if any, between the amount of the Academy's Revenues and the amount of Revenues actually expended by or on behalf of the Academy during its fiscal year after deducting the Board Surplus (the "Fee"). It is anticipated that FBR will be paid its Fee monthly over approximately twelve months. The exact date of each monthly payment and the amount of each monthly payment may vary depending on the timing and the amount of funds received each month by the Academy.
- D. Availability of Funds.** FBR shall only be required to perform its responsibilities upon this Agreement to the extent that the Academy has received and made available to FBR sufficient Revenues to make payments in accordance with the terms of the Budget.
- E. Other Public School Academies.** The Academy acknowledges that FBR may enter into similar management agreements with other public school academies. FBR shall maintain separate accounts for expenses incurred by or on behalf of the Academy and other Public School Academies, and shall only charge the Academy for expenses incurred by or on behalf of the Academy. If FBR incurs authorized reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation, then FBR shall allocate such expenses among all such academies, including the Academy, on a prorated basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.
- F. Financial Reporting.** FBR shall provide the Board with:
- 1) The projected annual Budget as required by the terms of this Agreement.
 - 2) Detailed statements of all Revenues received, and detailed statements of all direct expenditures for services and or expenses rendered or incurred to or on behalf of the Academy, whether incurred on-site or off-site, upon request.

- 3) Reports on Academy operations, finances, and student performance shall be provided upon request, but not less frequently than two (2) times per year.
- 4) Other information on a periodic basis to enable the Board to monitor FBR's performance and the efficiency of its operation of the Academy, and to reconcile the Fee paid to FBR.

G. Access to Records. FBR shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of FBR, and shall retain all of these records for a period of five (5) years from the close of the fiscal year to which such records relate. FBR and the Academy shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Academy Board shall be responsible for reviewing and approving the annual Budget of the Academy as presented by FBR.

I. Annual Audit. The Academy Board shall select, retain, and pay for an annual audit in accordance with the Academy's authorizing documents and the School Aid Act.

J. Start-up Financing. FBR has and may continue to provide start-up funds for the Academy, including funds for the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing and equipping of the academy building as required by this Agreement. FBR advances shall be budgeted and FBR shall be reimbursed from the Revenues as and when funds are available.

K. Other Financing. The Board may apply to FBR for financing from time to time. Any such financing shall be subject to written agreement between the parties as to terms, and may cover the cost of funds for the development and on-going operations of any and all aspects of the Academy's program. The Academy shall reimburse FBR for any such financing from state school aid payment and/or other revenue sources.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. FBR, subject to Board approval, shall select qualified personnel to perform services at the Academy. FBR shall determine if the staff shall be employees of the Academy or of FBR. The parties anticipate that virtually all staff shall be employees of FBR but such determination may change from time to time with Board approval. Compensation of all employees will be paid in accordance with the budget referenced in Article V. For purposes of this agreement, compensation shall include salary, bonus (if applicable), fringe benefits, and state and federal tax withholdings. FBR shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law. If FBR executes contracts with administrative or teaching staff that have a

term longer than one (1) year, the Board reserves the right to have the School Administrator or teacher placed elsewhere by FBR if the Board is reasonably dissatisfied with their respective performance at the end of the academic year.

- B. School Administrator.** The school administrator shall be accountable for the performance of the Academy. FBR shall have the authority, consistent with state law, to select, employ, and supervise the school administrator and hold the school administrator accountable for the success of the Academy. The duties of the school administrator, and the terms of the school administrator's employment contract, shall be determined by FBR subject to approval by the Board. FBR shall timely **consult** with the Board with respect to an actual or anticipated change in the individual FBR employs under this Agreement.
- C. Teachers.** FBR shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. FBR shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed by FBR for the Academy. Such teachers may, in the discretion of FBR, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by FBR. Each teacher assigned or retained by the Academy shall hold a valid Michigan teaching certificate issued by the state board of education under the Code, to the extent required under the Code.
- D. Support Staff.** FBR shall determine the number and functions of support staff required for the operation of the Academy. FBR shall provide the Academy with qualified staff to efficiently operate the Academy's school in accordance with the Contract. The support staff may, in the discretion of FBR, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by FBR.
- E. Training.** FBR shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as FBR determines reasonable and necessary under the circumstances.
- F. Evaluation.** FBR shall conduct annual staff evaluations that are rigorous, transparent, and fair following both federal and state laws and guidelines.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination.

- 1. By FBR.** FBR may terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material breach

within 30 days after notice from FBR. A material breach includes, but is not limited to, FBR's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement, or the Academy's loss or suspension of its Contract.

2. **By Academy.** The Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that FBR shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (iii) receipt by the Board of unsatisfactory reports from FBR or from an educational consultant retained by the Board about matters concerning FBR's performance or the performance of the staff which are not adequately corrected or explained.
3. **Revocation or Termination of Contract.** If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action of the parties.

B. Renewal/Termination/Expiration

1. **Renewal.** Unless written notice of intent to terminate or renegotiate is given by either party by March 15 of the 7th year of the Agreement or any subsequent March 15 if the Agreement has been renewed, this agreement shall automatically renew for an additional term of one year and from year to year, thereafter.
2. **Removal of personal property.** Upon termination of this Agreement, equipment and other assets acquired with Academy revenue and owned by the Academy shall remain the exclusive property of the Academy. Equipment leased by the Academy shall remain subject to the interest of the Lessor/Owner.
3. **Future Advances/Out-of-Pocket Expenses.** Upon termination of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by FBR shall be immediately repaid by the Academy unless otherwise agreed in writing by FBR.

- C. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, FBR shall provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program.

ARTICLE VIII

INDEMNIFICATION

- A. Indemnification of Grand Valley State University.** The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the School of Excellence application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the Educational Management Organization, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

ARTICLE IX

INSURANCE

- A. Insurance Coverage.** FBR shall obtain, on behalf of the Academy, insurance in the amount required by the Academy's contract with GVSU. The Academy, FBR, and when necessary, GVSU will be named as insured. In addition, the Academy shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) with FBR listed as an additional insured. The building and related capital facilities remain the responsibility of the FBR and the FBR shall cover its property with insurance. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by other party's insurer(s), to the extent reasonably practicable.
- B. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

- A. Academy Warranties and Representations.** The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- B. FBR Warranties and Representations.** FBR warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. FBR will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Academy agrees to assist FBR in applying for such licenses and permits in obtaining such approvals and consents.
- C. Mutual Warranties.** The Academy and FBR mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI

MISCELLANEOUS

- A. Sole Agreement.** This Agreement supercedes and replaces any and all prior agreements and understandings between the Academy and FBR.
- B. Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article VI if sufficient grounds exist as required by said Article VI.
- C. State Governing Law/Waiver of Jury Trial.** The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan. FBR and the Academy hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either FBR or the Academy against the other.
- D. Agreement in Entirety.** This Agreement (including Attachments) constitutes the entire agreement of the parties.
- E. Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered

mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark, if sent by certified or registered mail. The address of the parties hereto for the purposes aforesaid shall be:

THE ACADEMY: Evergreen Academy
 2121 Hudson Avenue
 Kalamazoo, MI 49008

with a copy to:

Evergreen Academy
Board President

FBR: Foundation for Behavioral Resources
 Attn: Dr. Ronald Hutchinson
 600 South Lincoln Street
 Augusta, MI 49012
 Telephone: (269) 731-5775
 Facsimile: (269) 731-5246

- F. Assignment.** FBR may assign this Agreement with the consent of the Academy Board.
- G. Amendment.** This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the Academy's Board of Directors and an authorized officer of FBR.
- H. Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- I. Cost and Expenses.** If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.
- J. Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to FBR powers or authority of the Board which are not subject to delegation by the Board under Michigan law.
- K. Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.
- L. Compliance with Section 503c.** On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most

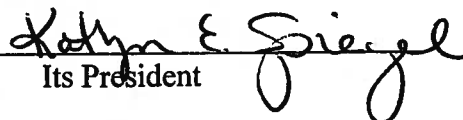
recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement

Date: 5/2, 2012

FBR
By: 
Its ~~President~~ **TREASURER**

Date: 5/2, 2012

Evergreen Academy
By: 
Its President

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

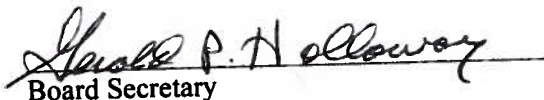
Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date: May 02, 2012


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Evergreen Board of Directors at a properly noticed open meeting held on the 2 day of May, 2012, at which a quorum was present.


Board Secretary

SCHEDULE 7-2

CURRICULUM

Evergreen Academy

Prescribed Outcomes

KINDERGARTEN

SCHOOL/HOME COMMUNICATION

GOAL: To establish and maintain frequent exchange of information between school and home for the educational benefit of the student.

These objectives will be met each school year:

- Teacher sends home weekly progress note
- Parent(s) attend all conferences
- Parent(s) have initiated contact with the school regarding student performance
- School has initiated contact with the parent(s) regarding student performance
- Parent(s) have volunteered information to assist in analysis of academic/behavior change
- Parent(s) sign and return school notes promptly

APPROPRIATE CONDUCT

GOAL: Students will learn responsibility, cooperation, and self help skills.

Arrive to school on time, ready to commence learning
Remain in school the full instructional time to maximize learning
Arrive to school in uniform
Show respect for adults and peers
Show respect for school property
Show respect for the property of others
Use proper social manners (i.e. uses "please", "thank you", "excuse me") with reminders
Follow school rules with reminders
Follow classroom rules with reminders
Sit quietly, listen and follow instructions
Follow group instructions
Cooperate with others, engaging in spontaneous play with peers
Follow, as well as lead, in activities with peers
Follow sequences of activities
Wait in line patiently
Wait patiently for own turn
Share personal and school materials with others
Claim an appropriate share of teacher's attention
Care for personal needs independently
Treat classmates the way he /she would like to be treated (i.e. Golden Rule)
Demonstrate knowledge of feelings of others in given situations
Encourage peers (you can do it, good job, way to go)
Make new friends
Identify the positive and negative consequences of particular courses of action
Act and react nonaggressively toward others when in conflict
Show enthusiasm for classroom activities and learning
Use proper social manners (i.e. "please", "thank you", "excuse me") without reminders
Use appropriate table manners (chew with mouth closed, appropriate conversation, etc.)

Pack and unpack personal items without teacher assistance
Put on coats and shoes/boots without assistance
Clean own work space quietly without assistance
Clean own snack space quietly without assistance
Participate in group activities without reminders
Stay on task until completion
Make transitions in activities without teacher assistance
Demonstrate attention span adequate for activity
Follow school rules consistently without reminders
Follow classroom rules consistently without reminders

ART

GOAL: Students will develop basic art skills.

Identify ten to twelve colors
Recognize primary colors in the environment
Mix primary colors to obtain secondary colors
Cut, arrange and glue materials
Draw a person from head to toe
Identify and use different lines: straight, zigzag, curved, wavy, thick, thin
Draw a picture using a variety of shapes
Show the difference between 2-D and 3-D forms
Manipulate clay, making shapes (circles, squares, triangles, rectangles, etc.)
Create a picture using stencils
Trace letters and shapes
Copy five shapes
Neatly fold paper in half
Draw and describe a picture showing two sources of pollution
Draw and describe the locations of the sun, moon, and stars
Draw a picture of a sad face
Draw a picture of a happy face
Draw and describe two types of transportation
Draw a family portrait and describe each person in the picture
Handle materials and tools safely in a knowledgeable manner
Accurately use scissors to cut on a given line

HEALTH/PHYSICAL EDUCATION

GOAL: Students will identify procedures to stay healthy and safe and master fine and gross motor skills.

Name three parts of your body and how they work for you

Explain what your bones do for you

Explain what your muscles do for you

Explain what your heart does for you

Explain what your brain does for you

Name two ways in which people are alike

Name two ways in which people are different

Name two ways a person can get sick

Name two ways a person can keep from getting sick

Cover mouth during cough or sneeze

Name two reasons to keep your body clean

Name two ways a person can care for their teeth

Explain why it's important to get enough sleep

Explain why it's important to get enough exercise

Explain why it's important to eat healthy foods

Name two healthy snacks

Name two foods we get from plants

Name two foods we get from animals

Demonstrate the number to dial in an emergency and what you would say to the operator

Name one school safety rule

Name one car safety rule

Name one water safety rule

Name one way to be safe when using electricity

Describe the rules to simple games (tag, red light/ green light, Simon says)

Freeze on signal

Change movements on signal

Use proper technique for skipping

Use proper technique for galloping

Bounce and catch a ball

Balance body weight in various positions

Perform bending and stretching movements

Grasp small objects with fingers

Show how to zip

Show how to button

Show how to lace

Show how to tie

Show how to buckle

Fasten snaps

Show right and left sides

LIBRARY/TECHNOLOGY

GOAL: Students will learn about library books and computers.

- Make a selection and check a book out of the library
- Carry and treat library books appropriately
- Name and show the parts of a book: author, title, illustrator
- Turn on the computer independently
- Navigate with a computer mouse

LISTENING/SPEAKING

GOAL: Students will exhibit appropriate communication skills.

- Express thoughts verbally
- Express ideas in complete sentences
- Express ideas with appropriate language and intonation (no "baby-talk")
- Listen attentively when others are speaking
- Repeat items dictated by the teacher
- Follow three consecutive directional commands
- Talk in front of the class on topic of choice
- Ask questions for clarification of instructions
- Tell the difference between asking a question and telling a story
- Speak with appropriate volume for an indoor setting (not too loud or soft)
- Make appropriate eye contact in conversations

MATH

GOAL: Students will master a firm set of skills for counting, grouping, sorting, classifying, and comparing objects and events.

- Associate 3-D objects in and out of the classroom with their geometric name
- Identify objects as beside or below
- Identify objects as top, middle, or bottom
- Identify objects as first or last
- Identify objects that are the same shape
- Identify objects that are the same size
- Identify objects by color
- Identify objects as shorter, shortest, longer, longest
- Identify objects as taller, tallest
- Identify objects as lighter, heavier
- Identify objects as full, fuller, fullest
- Estimate length in nonstandard units
- Weigh objects in pounds
- Estimate weight in nonstandard units
- Place similar items in a category
- Remove what does not belong from a group
- Choose which set has fewer objects up to 30

Choose which set has more objects up to 30
 Choose which set has the same number of objects up to 30
 Identify and count using ordinal numbers (1st through 10th)
 Recognize patterns (i.e. rabbit, lion, rabbit, lion)
 Extend a pattern containing different colors, items, numbers, etc.
 Independently construct patterns
 Count to 100 by ones
 Count to 30 by 2s
 Count to 50 by 5s
 Count to 100 by 10s
 Recognize and count the numbers 0-10 and match to corresponding sets
 Recognize and count the numbers 11-20 and match to corresponding sets
 Recognize and count the numbers 21-30 and match to corresponding sets
 Correctly build up and break down numbers from 2-12
 Correctly print numbers 0-10
 Correctly print numbers 11-20
 Correctly print numbers 21-30
 Identify a penny from a picture of a variety of coins
 Identify a nickel from a picture of a variety of coins
 Identify a dime from a picture of a variety of coins
 Tell the value of a penny
 Count pennies
 Tell the value of a nickel
 Tell the value of a dime
 Tell the value of a quarter
 Create a bar graph where each block stands for one item
 Answer questions about picture graphs
 Identify common geometric solid figures (cube, sphere, cone, cylinder)
 Identify common geometric shapes (circle, square, triangle, rectangle)
 Identify objects that are one half (i.e. have a line of symmetry)
 Identify tools that measure time (clock, calendar)
 Tell time to the hour
 Name the days of the week
 Name the months of the year
 Name current day of the week
 Name current month of the year
 Understand concepts of yesterday, today and tomorrow
 Understand concepts of morning, afternoon and evening
 Understand concepts of last week and next year
 Add with numbers up to 9 using manipulative or a number line
 Write simple addition sentences
 Write simple subtraction sentences
 Ring and count equal groups (division readiness)
 Subtract with numbers up to 10 using manipulatives or a number line
 Make drawings to represent math stories with totals up to 10

MUSIC

Goal: Students will participate in musical expression.

Sing a variety of simple songs in various keys, meters, and genres
Identify the sources of a wide variety of sounds
Express through movement what is heard and felt in works of music
Clap to various tempos of music
Echo clapping rhythms
Recognize whether music is fast or slow
Recognize whether music is fast or slow using the keyboard
Recognize whether sounds are loud or soft
Recognize whether sounds are loud or soft using the keyboard
Identify and play different kinds of rhythm instruments
Learn one patriotic song
Speak in several different volumes (loud, soft)
Speak in several different pitches (hi, lo)
Speak in different tempo (fast, slow)

READING

GOAL: Students will be prepared for formal reading through phonics instruction and language dynamics.

Identify the initial consonant D
Give the correct sound for D
Match the correct letter to the spoken sound D
Identify the final consonant D
Identify the initial consonant M
Give the correct sound for M
Match the correct letter to the spoken sound M
Identify the final consonant M
Identify the initial consonant S
Give the correct sound for S
Match the correct letter to the spoken sound of S
Identify the final consonant S
Identify the initial consonant B
Give the correct sound for B
Match the correct letter to the spoken sound of B
Identify the final consonant B
Identify the initial consonant T
Give the correct sound for T
Match the correct letter to the spoken sound of T
Identify the final consonant T
Identify the initial consonant F
Give the correct sound for F
Match the correct letter to the spoken sound of F
Identify the final consonant F
Identify the initial consonant L

Give the correct sound for L
 Match the correct letter to the spoken sound of L
 Identify the final consonant L
 Identify the initial consonant N
 Give the correct sound for N
 Match the correct letter to the spoken sound of N
 Identify the final consonant N
 Identify the initial consonant K
 Give the correct sound for K
 Match the correct letter to the spoken sound of K
 Identify the final consonant K
 Identify the initial consonant P
 Give the correct sound for P
 Match the correct letter to the spoken sound of P
 Identify the final consonant P
 Identify the initial consonant R
 Give the correct sound for R
 Match the correct letter to the spoken sound of R
 Identify the final consonant R
 Identify the initial consonant H
 Give the correct sound for H
 Match the correct letter to the spoken sound for H
 Identify the initial consonant J
 Give the correct sound for J
 Match the correct letter to the spoken sound for J
 Identify the initial consonant W
 Give the correct sound for W
 Match the correct letter to the spoken sound for W
 Identify the final consonant W
 Identify the initial consonant V
 Give the correct sound for V
 Match the correct letter to the spoken sound of V
 Identify the final consonant V (e)
 Identify the initial consonant G
 Give the correct sound for soft G
 Give the correct sound for hard G
 Match the correct letter to the two spoken sounds of G
 Identify the final consonant G
 Identify the initial consonant C
 Give the correct sound for soft C
 Give the correct sound for hard C
 Match the correct letter to the two spoken sounds of C
 Identify the initial consonant Y
 Give the correct sound for Y
 Match the correct letter to the spoken sound for Y
 Identify the final consonant Y
 Identify the initial consonant Q
 Give the correct sound for Q
 Match the correct letter to the spoken sound for Q(u)
 Identify the initial consonant Z

Give the correct sound for Z
 Match the correct letter to the spoken sound for Z
 Identify the final consonant Z
 Identify the initial consonant X
 Give the correct sound for X
 Match the correct letter to the spoken sound for X
 Identify the final consonant X
 Identify the vowel A
 Give the correct sound for long A
 Give the correct sound for short A
 Match the correct letter when hearing the short vowel sound for A
 Identify the vowel E
 Give the correct sound for long E
 Give the correct sound for short E
 Match the correct letter when hearing the short vowel sound for E
 Identify the vowel O
 Give the correct sound for long O
 Give the correct sound for short O
 Match the correct letter when hearing the short vowel sound for O
 Identify the vowel I
 Give the correct sound for long I
 Give the correct sound for short I
 Match the correct letter when hearing the short vowel sound for I
 Identify the vowel U
 Give the correct sound for long U
 Give the correct sound for short U
 Match the correct letter when hearing the short vowel sound for U
 Identify all capital letters
 Identify all lowercase letters
 Discriminate between letters and numbers
 Tell the parts of a story: title, beginning, end
 Correctly sequence three pictures
 Supply a missing word from spoken context
 Supply more than one word that will fit in a sequence
 Differentiate "real-life" stories from "make-believe"
 Show that words are read from left to right and top to bottom on a page
 Supply words that rhyme with a given word
 Describe the content of a story based on pictures and or/title
 Predict what will happen next in a story
 Identify a variety of narrative genre including stories, poetry, songs and/or nursery rhymes
 Discuss and identify simple story elements in narrative text including characters
 Discuss simple story elements in narrative text including plot
 Discuss simple story elements in narrative text including setting
 Tell similarities and differences in informational text
 Track print using pointer or finger
 Identify 7 sight words
 Identify 15 sight words
 Identify 22 sight words
 Identify 30 sight words

SCIENCE

Goal: Students will learn about plants, animals, and environmental events.

Make predictions and/or questions about science experiments
Conduct simple science experiments
Draw conclusions about experiments
Use appropriate safety procedures when conducting experiments
Name the five senses
Describe the body parts that go with each sense
Explain how two of your senses help you learn
Identify whether items are living or nonliving
List two needs of all living things
Name two parts of plants
Name two parts of animals
Describe three steps needed to grow a plant from a seed
Describe ways the seasons affect plants and animals
Name two ways baby animals are like their parents
Name two ways baby animals are different from their parents
Describe three weather events
Name the four seasons
Explain how sand and soil are made
Name two sources of pollution
Name two ways to take care of the earth
Name two ways to conserve energy
Name two things we get from the sun
Describe where the moon and stars are during the daytime
Describe what causes shadows
Describe the physical properties of an object (i.e. color, shape, weight, texture)
Compare and contrast the physical properties of a variety of objects
Give an example of each type of matter (solid, liquid and gas)
Predict what an object in motion will look like when viewed from different locations
Explain the effect shape, size and weight have on an object in motion
Predict how pushes and pulls change the speed or direction of objects in motion
Name one item a magnet will attract and one it will repel

SOCIAL STUDIES

Goal: Students will develop a perspective of family, community, and nation.

Explain the importance of being a good citizen
Describe a way groups can make decisions fairly
Describe ways that a person shows responsibility and self control
Identify classroom situations (e.g., issues in the classroom, vote on party, rules)
Name two rules in your classroom
Create a graph representing information about a classroom situation
Compare different view points about a classroom situation
Identify and describe a viewpoint about a classroom situation
Identify location in the classroom by using environmental directions or positional words (e.g., up/down, in/out, above/below)

Distinguish between needs and wants
Give one example of a need and one example of a want
Give examples of ways people use their environment to meet needs and wants (e.g., food, shelter, clothing, and chopping trees for wood)
Explain the purpose of a globe and a map
Recognize the flag of the United States as an important symbol
Locate the United States on a map
Recognize the difference between land and water on a globe
Describe the differences between goods and services (e.g., library books/ librarian)
Explain ways in which people trade
Retell a historical story using beginning, middle, and end
Use life events to create a timeline (e.g., birth, first day of school)
Identify ways people learn about the past
Actively participate in creating and implementing an action plan to inform others about a public issue (e.g., Earth Day)
Name one famous American and tell why he/she is famous
Tell your name and birthday
Describe places in a person's immediate environment (classroom, playground, home, and neighborhood)

WRITING

Goal: Students will demonstrate grade appropriate writing skills.

Hold pencil correctly
Place paper in correct position
Write first name with correct spelling and punctuation
Correctly print letter A
Correctly print letter a
Correctly print letter B
Correctly print letter b
Correctly print letter C
Correctly print letter c
Correctly print letter D
Correctly print letter d
Correctly print letter E
Correctly print letter e
Correctly print letter F
Correctly print letter f
Correctly print letter G
Correctly print letter g
Correctly print letter H
Correctly print letter h
Correctly print letter I
Correctly print letter i
Correctly print letter J
Correctly print letter j
Correctly print letter K
Correctly print letter k

Correctly print letter L
Correctly print letter I
Correctly print letter M
Correctly print letter m
Correctly print letter N
Correctly print letter n
Correctly print letter O
Correctly print letter o
Correctly print letter P
Correctly print letter p
Correctly print letter Q
Correctly print letter q
Correctly print letter R
Correctly print letter r
Correctly print letter S
Correctly print letter s
Correctly print letter T
Correctly print letter t
Correctly print letter U
Correctly print letter u
Correctly print letter V
Correctly print letter v
Correctly print letter W
Correctly print letter w
Correctly print letter X
Correctly print letter x
Correctly print letter Y
Correctly print letter y
Correctly print letter Z
Correctly print letter z
Correctly print left to right
Correctly print top to bottom
Able to leave space between words in written work
Able to copy print (i.e. copying work from the board)
Correctly write 7 sight words
Correctly write 15 sight words
Correctly write 22 sight words
Correctly write 30 sight words
Show originality in oral work
Show originality in written work
Show originality in visual work
Say at least 2 ideas on a given topic
Demonstrate "inventive spelling" using known letter sounds in written work
Independently write a complete sentence
Independently write two complete sentences connected in meaning
Write three complete sentences connected in meaning with teacher guidance
Write last name with correct spelling
Bring in, with parent help, ideas or information for classroom research project
In the context of writing spell 18 frequently encountered Dolch words
Identify spelling mistakes in sentences

Identify capitalization mistakes in sentences
Identify punctuation mistakes in sentences
In the context of writing correctly use the pronoun I
Substitute rhyming words in poems/nursery rhymes
Correctly recognizes the size and formation of the letters A B C
Correctly recognizes the size and formation of the letters a b c
Correctly recognizes the size and formation of the letters D E F
Correctly recognizes the size and formation of the letters d e f
Correctly recognizes the size and formation of the letters G H I
Correctly recognizes the size and formation of the letters g h i
Correctly recognizes the size and formation of the letters J K L
Correctly recognizes the size and formation of the letters j k l
Correctly recognizes the size and formation of the letters M N O
Correctly recognizes the size and formation of the letters m n o
Correctly recognizes the size and formation of the letters P Q R
Correctly recognizes the size and formation of the letters p q r
Correctly recognizes the size and formation of the letters S T U
Correctly recognizes the size and formation of the letters s t u
Correctly recognizes the size and formation of the letters V W X
Correctly recognizes the size and formation of the letters v w x
Correctly recognizes the size and formation of the letters Y Z
Correctly recognizes the size and formation of the letters y z

FIRST GRADE

SCHOOL/HOME COMMUNICATION

GOAL: To establish and maintain frequent exchange of information between school and home for the educational benefit of the student.

These objectives will be met each school year:

- Teacher sends home weekly progress note
- Parent(s) attend all conferences
- Parent(s) have initiated contact with the school regarding student performance
- School has initiated contact with the parent(s) regarding student performance
- Parent(s) have volunteered information to assist in analysis of academic/behavior change
- Parent(s) sign and return school notes promptly

APPROPRIATE CONDUCT

GOAL: Students will learn responsibility, cooperation and social interaction skills.

Arrive to school in uniform

Arrive to school on time, ready to commence learning

Remain in school the full instructional time

Make new friends at school

Remain neat and well-groomed throughout the school day

Speak in a respectful tone to adults

Show respect for adults and peers

Tell the difference between tattling and telling important information

Show respect for school property and the property of others

Follow school and classroom rules

Use appropriate social manners: "please", "thank you", and "excuse me"

Use appropriate table manners by chewing with mouth closed

Use appropriate table manners by choosing appropriate topics of conversation

Use appropriate table manners by cleaning up after self when finished eating

Share school and personal materials with others

Wait patiently for own turn at activities

Wait patiently for own turn to speak during work time

Raise hand before speaking in group situations

Clean space after work or play period

Care for personal desk, cubby and locker space

Respond to directions the first time given

Show independence in starting work

Work on assignments for an appropriate amount of time

Complete tasks begun

Complete and turn in required assignments on time

Accept suggestions in a constructive manner

Claim an appropriate share of the teacher's attention

Wait patiently for the teacher's attention

Demonstrate honesty in dealings with peers and adults

Accept responsibility for own actions rather than placing blame

Identify positive and negative consequences of different courses of action
Solve interpersonal problems with words, seeking adult help where appropriate
Direct own behavior rather than that of others
Treat all peers equitably
Put competition aside in appropriate situations and cooperate or compromise
Demonstrate encouragement toward peers
Follow as well as lead

ART

GOAL: Students will learn about and use different art media.

Identify the primary colors and use them in artwork
Identify secondary colors
Use a variety of color in the production of art
Create a drawing using the entire surface area
Create a project with recycled materials
Create a sculpture with clay
Identify a work of art as a portrait or self-portrait
Create a self-portrait
Create a person from head to toe
Identify a work of art as a still life (bowl of fruit, vase with flowers)
Create a still life drawing
Use different textures to create artwork (rough, smooth, bumpy, scratchy, slippery, etc.)
Present artwork to the class
Create a picture graph from information provided by the teacher
Create a collage using geometric shapes
Create a bar graph using data collected from a tally survey
Draw an animal in its natural habitat
Draw the life cycle of a butterfly
Create and present a poster showing a famous scientist and his or her inventions
Create (draw, clay, color, legos) a community showing two to three of its components
Draw or create a model (using clay, blocks, or food) showing two landforms
Handle materials and tools safely in a knowledgeable manner

HEATH/PHYSICAL EDUCATION

GOAL: Students will learn body functions, strategies for personal health and safety and master gross and fine motor skills body.

Explain the purpose of your skeleton
Explain the purpose of your muscles
Explain the purpose of your brain
Explain the purpose of your heart
Explain the purpose of your lungs
Explain the purpose of your stomach
Name two ways in which people are alike and two ways in which people are different
Explain how germs can make you sick
List two ways in which germs are spread

List two ways to prevent germs from spreading
Explain how medicine works to help you feel better
Explain why vaccines are given to people
Explain two overall safety rules to follow
Explain what to do in case of a house fire
Explain what to do in case your clothes catch on fire
Explain what food does for your body
List two foods we get from plants
List two foods we get from animals
Explain where the food in the grocery store originates
Explain why it is necessary to get plenty of rest
Explain why it is necessary to get exercise
Explain why it is important to take care of your teeth
Explain two ways to prevent cavities
Name one food product that is good for and one food product that harms your teeth
Use proper technique for throwing a ball overhand
Catch a ball with both hands
Kick a ball with the dominant foot
Jump rope while turning it themselves
Show proper technique for skipping
Show proper technique for hopping
Show proper technique for galloping
Do five jumping jacks
Follow aerobic exercises
Understand and follow simple directions to games
Wait patiently for own turn in group activities
Demonstrate cooperative behavior during games and activities
Demonstrate willingness to participate in physical fitness activities
Lead other students in simple locomotor movements
Move at different speeds
Make a variety of animal movements (i.e. move like an elephant, rabbit, cat, dog)
Stop quickly and under control

LIBRARY/TECHNOLOGY

GOAL: Students will master basic library and computer use skills.

Alphabetize by the first letter
Follows the library rules
Make a selection and check a book out of the library
Respect library materials by proper care and timely return
Turn the computer on
Insert a disk and run a program on a computer
Make choices from available computer menus
Click and double click to choose an item using a mouse
Shut the computer down properly
Use an appropriate speaking voice at the computer center

LISTENING/SPEAKING

GOAL: Students will demonstrate listening and oral expression skills.

- Express thoughts verbally
- Express ideas in complete sentences
- Listen attentively to a speaker
- Listen to peers and adults without interrupting
- Follow a series of three oral directions
- Ask appropriate questions for the situation
- Tell the difference between a question and a statement
- Tell an informal story to the class
- Describe events in logical order
- Use prepositions correctly when speaking
- Use correct verb tense
- Use correct pronouns
- Speak with appropriate volume for an indoor setting (not too loud or soft)
- Make appropriate eye contact in individual conversations
- Make appropriate eye contact when speaking in front of the class
- Answer a telephone appropriately

MATH

GOAL: Students will expand number use skills including addition, subtraction, and concepts of time and money.

- Identify the position of objects using above, below, behind and in front of
- Read and write whole numbers in standard and expanded form through 20
- Count backwards from any number less than 100
- Identify the missing number(s) on a number line 0 - 50
- Identify missing numbers in a chart of numbers 0 through 100
- Identify and write whole numbers through 1000
- Organize sets of numbers from smallest to largest and largest to smallest
- Count and order numbers 21-40
- Count and order numbers 41-60
- Count and order numbers 61-80
- Count and order numbers 81-110
- Count by 10s to 1000
- Count by 100s to 1000
- Count by 5s to 110
- Count by 2s to 100
- Identify the number and written name for ordinal numbers 1st to 20th
- Analyze and create growing and repeating patterns using numbers and shapes
- Identify the missing object in a pattern
- Determine the number pattern in a series of numbers
- Identify geometric shapes (triangle, circle, square, rectangle)
- Identify geometric solids (cube, sphere, cone, cylinder)
- Identify figures that are congruent
- Divide sets of objects evenly in half
- Identify and create symmetry in shapes and patterns

Estimate and determine fractional parts of $\frac{1}{2}$, $\frac{1}{3}$, $\frac{1}{4}$
 Compare equal fractions using picture representations
 Provide the correct sign of equality ($<$, $>$, $=$) between two numbers (0-999)
 Determine if a number is greater than, less than, or equal to a given number
 Estimate and measure length using nonstandard units or number strips
 Measure length in inches and centimeters
 Measure length using standard measure of feet
 Weigh objects using nonstandard units of measure
 Weigh objects in pounds
 Identify place value of ones, tens, and hundreds
 Count objects grouped in bundles of ones, tens, and hundreds
 Collect and record data using tally marks (tally in groups of 5)
 Complete bar graphs to record data and answer questions
 Answer questions by reading picture graphs
 Identify if a number is even or odd
 Solve column addition problems with numbers 0 - 10
 Solve column subtraction problems with numbers 0 - 10
 Solve horizontal addition problems with numbers 0 -10
 Solve horizontal subtraction problems with numbers 0 - 10
 Add three one digit numbers
 Identify the missing number in addition problems
 Identify the missing sign in mixed addition and subtraction problems
 Determine number combinations that equal 10
 Add and subtract multiples of ten (i.e. $80 - 40 = 40$)
 Use manipulatives to model solutions to simple addition problems with regrouping
 Use manipulatives to model solutions to simple subtraction problems-some with regrouping
 Solve addition problems with numbers less than 100 by decomposing into tens and ones
 Solve subtraction problems with numbers less than 100 by decomposing into tens and ones
 Correctly add 1 digit to a 2 digit number without regrouping
 Correctly add 2 digit to a 2 digit number without regrouping
 Correctly add a 2 digit to a 3 digit number with no regrouping
 Explain the steps to solve a simple addition problem
 Explain the steps to solve a simple subtraction problem
 Solve story problems using addition and subtraction
 Correctly list addition fact families for numbers 1-10
 Correctly list subtraction fact families for numbers 1-10
 Use a calculator to solve addition & subtraction problems
 Tell time to the hour
 Tell time to the half hour
 Answer questions about a monthly calendar
 Name months of the year
 Recognize the value of pennies, nickels, dimes and quarters
 Determine the value of groups of pennies, nickels, dimes, and quarters
 Determine the value of groups of one and five dollar bills
 Add and subtract money using dimes, nickels and pennies
 Add money vertically with no regrouping
 Memorize addition facts through $10 + 10$
 Memorize subtraction facts through $10 - 10$
 Memorize multiplication facts of 0
 Memorize multiplication facts of 1
 Memorize multiplication facts of 2

Memorize multiplication facts of 3
Memorize multiplication facts of 4
Memorize multiplication facts of 5
Solve problems using tables

MUSIC

GOAL: Students will learn the mechanics of music.

Identify patterns in music (slow, fast songs, change tempo or volume)
Recognize tempo changes in music
Recognize tempo changes in music using the keyboard
Recognize the difference between high and low pitches
Recognize the difference between high and low pitches using the keyboard
Recognize the difference between loud and soft music
Recognize the difference between loud and soft music using the keyboard
Memorize a melody and be able to sing it independently
Express through movement what is heard and felt in works of music
Express on paper what is heard and felt in works of music
Echo short clapping rhythms
Create own clapping rhythm using traditional and non-traditional sound sources
Identify different kinds of rhythm instruments
Demonstrate how rhythm instruments keep tempo
Name three instruments found in a band or orchestra
Listen to music from diverse cultures
Describe a favorite song
Learn one patriotic song
Learn the "Do-Re-Mi" song from Sound of Music
Demonstrate appropriate audience behavior during live performances

READING

GOAL: Students will demonstrate phonetic decoding, comprehension and inference skills.

Identify all capital letters of the alphabet
Identify all lower case letters of the alphabet
Identify beginning consonant sounds: d, m, s
Identify ending consonant sounds: d, m, s
Identify beginning consonant sounds: b, g, t
Identify ending consonant sounds: b, g, t
Identify beginning consonant sounds: f, l, n
Identify ending consonant sounds: f, l, n
Identify beginning consonant sounds: k, p, r
Identify ending consonant sounds: ck, p, r
Identify beginning consonant sounds: h, j, w
Identify beginning consonant sounds: c, v, y
Identify ending consonant sounds: v(e), y
Identify beginning consonant sounds: qu, z, (e)x (i.e. exit, exercise, exciting)
Identify ending consonant sounds: z, x

Identify long vowel sound a
 Identify short vowel sound a
 Identify long vowel sound e
 Identify short vowel sound e
 Identify long vowel sound o
 Identify short vowel sound o
 Identify long vowel sound i
 Identify short vowel sound i
 Identify long vowel sound u
 Identify short vowel sound u
 Differentiate between the hard sound of "g" and the soft sound of "g"
 Differentiate between the hard sound of "c" and the soft sound of "c"
 Differentiate between the consonant sound of "y" and the vowel sound of "y"
 Identify silent consonants in words (know, write)
 Identify consonants that can sound alike: j and g, c and k, s and c
 Identify words where double letters stand for one sound (pull, letter)
 Identify beginning digraphs: bl-, br-
 Identify beginning digraphs: fl-, fr-
 Identify beginning digraphs: gl-, gr-
 Identify beginning digraphs: cl-, cr-, ch-
 Identify beginning digraphs: pl-, pr-
 Identify beginning digraphs: dr-, tr-, th-, wh-
 Identify beginning digraphs: sk-, sl-, st-, sh-
 Identify beginning digraphs: sm-, sn-, sp-, sw-
 Identify beginning letter blends: str-, spl-, scr-
 Identify ending digraphs: -ft, -th, -mp
 Identify ending digraphs: -st, -sk, -sh
 Identify ending digraphs: -ld, -lf, -lp, -lt, -lk
 Identify ending digraphs: -ng, -nt, -nd, -nk
 Identify ending digraphs: -ch, -ck
 Accurately decode one syllable words with the CVC pattern (i.e. cat, map)
 Accurately decode words ending with the -VC(e) pattern, silent "e" (cake)
 Determine items that fit into a category (i.e. Things that are red: tomatoes, fire trucks)
 Track print with finger from left to right
 Determine the main idea of a story
 Determine the main characters in a story
 Determine the setting of a story
 Identify the problem in a story
 Predict the outcome of a story from facts
 Identify an appropriate title for a story
 Supply a word that rhymes with another
 Supply the missing word from written context
 Differentiate fantasy stories from factual stories
 Verbally summarize a story in the correct sequence
 Determine cause/effect relationships in informational text
 Assess similarities and differences in informational text
 Read and understand simple written instructions
 Demonstrate proficiency reading a simple diagram to answer questions
 Answer "what", "where", "when" questions about stories
 Answer "how", "why", and "what if" questions about stories
 Identify 55 sight words

Identify 80 sight words
Identify 105 sight words
Identify 130 sight words
Demonstrate grade appropriate reading ability with mastery
Read aloud with fluency
Determine a synonym for a word from a given list of words
Determine an antonym for a word from a given list of words
Identify prefixes in words: dis, re
Identify suffixes in sentences: er, est
Label pictures using comparative adjectives -er and -est
Identify meaning of grade level appropriate words
Spell frequently used short a words with mastery
Spell frequently used short i words with mastery
Spell frequently used short e words with mastery
Review frequently misspelled short a, short i, and short e words with mastery
Spell frequently used short u words with mastery
Spell frequently used short o words with mastery
Review frequently misspelled short u, and short o words with mastery
Spell frequently used long u words with mastery
Spell frequently used long o words with mastery
Spell frequently used long i words with mastery
Review frequently misspelled long o and long i words with mastery
Spell frequently used long a words with mastery
Spell frequently used long e words with mastery
Review frequently misspelled long a and long e words with mastery
Spell frequently used words with digraphs bl and br with mastery
Spell frequently used words with digraphs fl and fr with mastery
Spell frequently used words with digraphs gl and gr with mastery
Spell frequently used words with digraphs cl, ch, and cr with mastery
Spell frequently used words with digraphs pl and pr with mastery
Spell frequently used words with digraphs dr and tr with mastery
Spell frequently used words with digraphs wh and th with mastery
Review frequently misspelled words with digraphs pl, pr, and dr with mastery
Review frequently misspelled words with digraphs tr, wh, and th with mastery
Spell frequently used words using str blend with mastery
Spell frequently used words using spl and scr blends with mastery
Spell 10 frequently misspelled words with mastery

SCIENCE

Goal: Students will demonstrate knowledge of plants, animals and physical science.

Make predictions and/or questions about science experiments
Conduct simple science experiments
Draw conclusions about experiments
Use appropriate safety procedures when conducting experiments
List three needs of all animals
Identify animals as meat-eaters, plant-eaters, or both
Describe how teeth are different for meat-eaters and plant-eaters
Identify animals that are extinct

List two needs of plants
 Explain how seeds grow
 Define "habitat"
 Describe plants and animals that live in the desert
 Describe plants and animals that live in swamps
 Describe plants and animals that live in the rain forest
 Describe plants and animals that live in the ocean
 Name one distinguishing characteristic for mammals
 Name one distinguishing characteristic for birds
 Name one distinguishing characteristic for fish
 Name one distinguishing characteristic for reptiles
 Name one distinguishing characteristic for amphibians
 Name one distinguishing characteristic for insects
 Name two creatures that lay eggs
 Name two creatures that change dramatically from birth to adult (frogs)
 Give two examples of how plants and animals help each other
 Label a diagram (plant, animal, or a given topic)
 List two facts about the sun
 Explain the terms "temperature" and "thermometer" as they relate to the weather
 Name two instruments used to describe weather (i.e. windsock, rain gauge)
 Name the four seasons and give one characteristic of each
 Define "climate"
 Describe the climate of the desert
 Describe the climate of the rain forest
 Describe the climate of the Arctic
 Describe and name three landforms
 Identify 5 sources of water on the Earth
 Describe ways we use water in our houses
 Describe how rain collects on the earth's surface
 Describe the observable characteristics of water
 Give an example of a rock/mineral
 Name two items made from rocks/minerals
 List two ways to take care of the earth
 Describe the three forms of matter
 Name one mixture in which the individual items mixed together do not change form
 Name one mixture in which the individual items mixed together change form
 Name one way items can be moved from one place to another (i.e. pushed, pulled)
 Name the two characteristic abilities of magnets (i.e. repel and attract)
 Describe how sound is made
 Name two items through which sound waves can travel
 Name one famous scientist and discuss his or her contribution to science
 Compare and contrast the day and night sky
 Describe how the sun and moon rise and set
 Illustrate the four phases of the moon

SOCIAL STUDIES

Goal: Students will learn social dynamics and elementary history and geography.

List two possible "wants" of people
List two needs of people
Give two examples of why people cannot have everything they want (scarcity)
Explain how people respond to not having everything they want (choice)
Give two examples of how people voluntarily trade
Give an example of what makes a fair trade
Define producers and consumers of goods and services
Give two examples of ways families consume goods and services
Compare and contrast families and schools in the past, present, and future
Tell a narrative to describe at least two generations that make up a family
Sequence important ideas from stories about families or schools
Draw conclusions about family and school life in the past (using family, school, jobs, or communication)
Distinguish characteristics of schools
Tell home address including city and state
Tell phone number
Identify ways a person in charge enforces rules at school (principal, teacher)
Identify ways a person without authority breaks rules at school (bullying, tattling, cutting)
Explain how to make decisions fair in just ways (majority rules)
Explain how conflicts can be resolved in fair and just ways
Explain why individuals have responsibilities at home and at school (taking care of oneself, respect for the rights of others, following rules, getting along with others)
Give examples of how to act as a good citizen in the school community (volunteering, voting, honesty, etc.)
Distinguish between landmasses (mountains and plains) using maps and globes
Distinguish between bodies of water (rivers and oceans) using maps and globes
Distinguish between man-made and physical characteristics of places (buildings and trees)
Identify two ways people can change their environment (cut down trees, transportation)
Show the four directions on a map
Locate North America on a map or globe
Locate the United States on a map and globe
Locate Michigan on a map and globe
Identify the four neighboring states of Michigan
List and locate the Great Lakes
Explain why we celebrate Constitution Day
Explain why we celebrate Martin Luther King Jr. Day
Explain why we celebrate President's Day
Explain why we celebrate Independence Day
Describe the American flag (colors, number significance of stars and stripes, important U.S. symbol)
Name four symbols of America and their significance (Statue of Liberty, Uncle Sam, White House, Bald Eagle, Liberty Bell)
Identify the current U.S. president and give full name
Create a floor plan (school, home, class)
Identify a public issue within the school community
Describe the pros and cons regarding public issue in a school community
Distinguish different resolutions to a public issue within the school community
Explain and support a position on an issue within the school community
Illustrate and share an action plan to inform others about a public issue within the school community

WRITING

Goal: Students will demonstrate, grade appropriate grammar and writing skills.

Copy a sentence from the board
Write ideas on paper utilizing "sound spelling" for a given topic
Write a complete thought
Have correct spacing between words and numbers
Draw recognizable and appropriate illustrations for topics
Capitalize the first word of a sentence
Use capital "I" correctly in writing
Select and place appropriate punctuation at the end of a given sentence
Write a simple sentence capitalizing the first word
Write a simple sentence with appropriate ending punctuation
Define a verb in a sentence
Change present tense verbs to past tense
Correctly use verbs in writing
Read a piece of writing accurately to their audience
Write top to bottom
Fill in each line completely while writing left to right
Use appropriate handwriting in everyday writing
Write two or more details on a given topic
Write two or more sentences on a given topic capitalizing the first word in each sentence
Write two or more sentences on a given topic using appropriate ending punctuation
Define a noun in a sentence
Change singular nouns to plural nouns in the context of writing
Write a complete sentence using at least one conjunction (and, but)
Use capital letters for names (people, things)
Use capital letters for the days of the week/month of the year
Use capital letters for cities and states
Write a narrative piece using 3 sentences (beginning, middle, ending sentence)
Write an informative piece with three ideas based on a given topic
Define an adjective in a sentence
Use descriptive words in writing a sentence
Identify two or more types of writing (ex: descriptive, narrative) on a given topic
Use transition words (first, next, then, last) when writing an informative piece
Use an apostrophe appropriately in a sentence
Replace nouns with pronouns in the context of writing
Use pronouns that agree in person and gender with their antecedent
Identify the two words that make up a contraction
Write five complete thoughts on a given topic
Write a paragraph on a topic of their choice (beginning, middle, ending)
Write a thank you note
Reproduce writing based on corrections by the teacher
Write a research question using who, what, where, when, why, and how
Write lower case letters of the alphabet using correct form on lined paper
Write upper case letters of the alphabet using correct form on lined paper
Write a simple poem with teacher assistance (acrostic, cinquain)
Substitute words in simple nursery rhymes
Proofread a sample of a student's writing using a simple teacher created rubric

SECOND GRADE

SCHOOL/HOME COMMUNICATION

GOAL: To establish and maintain frequent exchange of information between school and home for the educational benefit of the student.

These objectives will be met each school year:

- Teacher sends home weekly progress note
- Parent(s) attend all conferences
- Parent(s) have initiated contact with the school regarding student performance
- School has initiated contact with the parent(s) regarding student performance
- Parent(s) have volunteered information to assist in analysis of academic/behavior change
- Parent(s) sign and return school notes promptly

APPROPRIATE CONDUCT

GOAL: Students will learn responsibility, cooperation, and social interaction skills.

Arrive to school on time, ready to commence learning
Remain in school the full instructional time to maximize learning
Arrive to school in uniform
Remain neat and well-groomed throughout the school day
Differentiate respectful /disrespectful behavior and explain the benefits/consequences
Demonstrate respectful behavior toward peers and adults
Show respect for school property and the property of others
Follow school and classroom rules
Demonstrate proper social manners: "please", "thank you", and "excuse me"
Demonstrate appropriate table manners by chewing with mouth closed
Demonstrate appropriate table manners by choosing appropriate topics of conversation
Demonstrate appropriate table manners by cleaning up after self when finished eating
Respond to oral directions the first time given
Follow written directions independently
Show independence in beginning work
Complete and turn in required assignments independently and on time
Work independently without disturbing others
Claim an appropriate amount of the teacher's attention
Accept suggestions in a constructive manner
Demonstrate kindness to peers by observing the "Golden Rule"
Demonstrate encouragement of peers
Accept differences of opinion
Problem solve to recognize and settle disputes
Think before acting, giving age-appropriate, valid, thought-out reasons for behavior
Identify positive and negative consequences of different courses of action
Direct own behavior rather than that of others
Tell when to compete and when to put competition aside
Tell the difference between tattling and telling important information
Follow as well as lead
Treat all people equitably and explain why this is necessary

Accept responsibility for own actions rather than placing blame
Explain the importance of being honest and trustworthy
Demonstrate honesty and trustworthiness
Make new friends in school

ART

GOAL: Students will create personal art works using various techniques.

Create artwork from personal perspective
Produce artwork that has aesthetic merit
Describe how different people produce different art (sculpting, painting, ice sculptures)
Describe how art is different visually versus qualitatively (art appreciation)
Give examples of art present in everyday life
Identify lines as horizontal, vertical or diagonal in own artwork
Draw objects in large forms with some details (house, landscapes, animals, landforms)
Draw, filling in and controlling space within outlines as well as with background spaces
Create a relief print (potatoes, sponges, marbles, foil)
Identify a work of art as a landscape
Create a landscape (using paint, crayons, pencils, chalk)
Describe architecture as a form of art (rectangle, circle, square, triangle)
Create a monthly calendar using prior knowledge of how a calendar is set up
Draw several geometric shapes using symmetrical lines to separate
Create/ label a sculpture displaying each plant part (roots, stems, leaves, flowers, seeds)
Draw and label in correct order a picture of our solar system
Make and describe a fossil using plaster-of-paris, clay, or playdough
Make a classroom pinata
Handle materials and tools safely in a knowledgeable manner

HEALTH/PHYSICAL EDUCATION

GOAL: Students will learn sense organs and dental functions, nutrition standards, sportsmanship, and recreational sports.

Name the five sense organs
Explain how the eardrum works
Explain how taste buds work
Describe where taste buds are located on the tongue (i.e. sweet, salty, bitter, sour)
Explain how nerves and your brain work with your senses
Name two warnings picked up by your senses
Name two functions of teeth
Describe the difference between baby and permanent teeth
Describe the three different types of teeth in a human mouth
Name two ways to keep teeth and gums healthy
Explain how tooth decay and cavities form
Name two procedures done in a dentist's office
Name two items from each of the food groups
Label a Food Guide Pyramid
Define the term "nutrient"

Explain how the body turns food into energy
Name two healthy snack foods (including one that is good for your teeth)
Name two snacks with little nutritional value
Explain why all living things need water
Name two ways you can replace the water in your body
Define "dehydration" and explain how to avoid it
Strike a ball with a bat off a tee
Demonstrate the proper method of holding a racquet and serving a ball
Demonstrate proper kicking and trapping techniques with a ball
Pass and trap a ball in a game setting with a soccer ball
Demonstrate chest and bounce passes with a basketball
Dribble a basketball
Shoot a basketball with accuracy (i.e. hits the rim or backboard)
Hit a ball with a racquet
Show proper jump rope technique
Show proper jump roping skills
Show change of speed and change of direction while moving
List the rules of one recreational game
List three benefits of aerobic activity
Follow directions in an aerobic workout
Participate in a relay race
Participate in tag games
Describe the importance of stretching prior to exercising
Demonstrate proper stretching techniques
Work independently at a circuit training station

LIBRARY TECHNOLOGY

GOAL: Students will develop independent research and computer literacy skills.

Name the different types of books found in the library
Locate different types of books in the library
Respect library materials by proper care and timely return
Alphabetize a list of words by the first letter
Alphabetize a list of words by the second letter
Use the dictionary to look up the meaning of a word
Use an encyclopedia to look up a topic of interest
Locate and utilize the table of contents in a book
Locate and utilize a glossary in a book
Describe the purpose of the Caldecott award
Name one Caldecott award winning book
Define the computer terms: CPU, monitor, keyboard, mouse, and disk
Begin and end a work session on a computer
Identify two computer related occupations

LISTENING/SPEAKING

GOAL: Students will demonstrate oral expression and presentation skills.

- Express ideas clearly
- Listen carefully and repeat details orally
- Listen carefully and follow multistep directions
- Listen to peers in a respectful manner
- Listen to peers and adults without interrupting
- Participate appropriately in group discussions
- Answer specific questions about information presented orally
- Tell informal stories to the class
- Relate events orally in a logical order
- Dramatize a short story or skit with a classmate or classmates
- Give oral reports
- Memorize and recite a poem or work to the class
- Use verb tense correctly when speaking
- Use pronouns correctly when speaking
- Speak with appropriate volume for an indoor setting (not too soft or loud)
- Make appropriate eye contact in individual conversations
- Make appropriate eye contact when speaking in front of the class
- Answer the telephone appropriately and take a message

MATH

GOAL: Students will expand number use skills - addition, subtraction, multiplication, division - and introductory geometry skills.

- Count, write, and express in words numbers 0-1000
- Identify the missing numbers in a number chart (0 - 1000)
- Read and write numbers to 1000
- Count by 2s to 1,000
- Count by 3s and 4s to 100
- Count by 5s to 1,000
- Count by 10s to 1,000
- Count by 100s to 1,000
- Count by 1,000s to 10,000
- Correctly solve problems using ordinal numbers
- Identify the ordinal number that comes before, between, or after a given ordinal number
- Write standard numbers in expanded form through 10,000
- Identify place values (ones, tens, hundreds, thousands)
- Identify place value in whole numbers through the hundred thousands place
- Find the difference between two numbers on a number line
- Answer questions based on a monthly calendar
- Provide the correct sign of equality between two given numbers (0-9,999)
- Determine the pattern when given a series of numbers
- Collect and record data using tally marks
- Read a thermometer to determine temperature from -30 to 120 F
- Know boiling point in Celsius (100) and Fahrenheit (212)
- Read maps to answer questions

Determine if a number is odd or even
 Solve problems using tables
 Mentally add multiples of 10
 Memorize the addition facts through $10 + 10$
 Memorize the subtraction facts through $10 - 10$
 Solve horizontal subtraction problems with numbers 0-20
 Identify the missing number in addition problems
 Break 100 into parts ($100 = 99 + 1$, etc.)
 Correctly list equivalent forms of whole numbers ($12 = 4 \times 3 = 2 \times 6$)
 Correctly recognizes fact families through 18
 Use a calculator to solve addition and subtraction problems
 Solve horizontal addition and subtraction problems with three digits (i.e. $4 + 8 - 2 =$)
 Solve vertical addition and subtraction problems with three digits
 Correctly add two 3 digit numbers with regrouping
 Determine the group of coins needed to reach a desired amount
 Accurately place decimal points to indicate dollars and cents
 Solve addition and subtraction problems involving money
 Count and regroup money amounts using dollars and coins
 Solve two-digit addition problems, some requiring carrying (regrouping)
 Solve word problems requiring addition of up to two digits using models and/or pictures
 Solve word problems requiring subtraction of up to two digits using models and/or pictures
 Solve two-digit subtraction problems, some requiring borrowing (regrouping)
 Solve three-digit subtraction problems some requiring regrouping
 Correctly adds three 2 digit numbers without regrouping ($10 + 11 + 14 = 35$)
 Solve three-digit addition problems some requiring regrouping
 Solve sets of mixed addition and subtraction problems
 Solve three-addend, two-digit addition problems (i.e. $23 + 35 + 16 =$)
 Round 2-3 digit numbers to the nearest ten
 Round to estimate and calculate the sum of two three digit numbers without regrouping
 Round 3 digit numbers to the nearest hundred
 Solve repeated addition problems
 Solve addition problems with three-digit addends
 Solve subtraction problems with three-digit numbers
 Determine operation needed and write a number sentence for simple word problems
 Correctly adds 1 digit numbers with sums to 18 using parentheses ($2 + (5 + 7) = 14$)
 Solve number sentences with mixed operations (i.e. $15 - 6 - 7 + 3 =$)
 Count and write multiples of 3
 Count and write the multiples of 4
 Count and write the multiples of 5
 Count and write the multiples of 6
 Count and write the multiples of 7
 Count and write the multiples of 8
 Count and write the multiples of 9
 Solve multiplication problems 0-10 using arrays and repeated addition
 Describe the inverse relationship between multiplication and division
 Solve and explain multiplication/division problems using objects, pictures and numbers
 Solve word problems using multiplication
 Solve simple division problems (e.g. $6/2 = 3$, $6/3 = 2$)
 Multiply basic facts vertically to 10×10
 Memorize multiplication facts through 5s

Read a pictograph to answer questions
 Read a bar graph to answer questions
 Read graphs with grids
 Estimate and measure objects using centimeters and meters (using abbreviations)
 Estimate and measure objects using inches, feet, and yards (using abbreviations)
 Calculate and define the perimeter of shapes (i.e. using rectangles and triangles)
 Calculate the area of rectangles and squares
 Add and subtract length
 Correctly write colons when writing time
 Tell time to the hour and half-hour
 Tell time to the quarter-hour
 Tell time to the nearest half-hour
 Tell time to the minute
 Tell time as the number of minutes before the hour
 Convert grams to kilograms and kilograms to grams
 Estimate and weigh objects using kilograms and grams
 Estimate and weigh objects using pounds and ounces
 Identify ounces, pints, quarts and gallons
 Correctly convert to dozens with and without models
 Define numerator and denominator
 Show that fractions with the same numerator & denominator ($\frac{2}{2}$) are equal to 1
 Color fractional part of a given object
 Write fractions for shaded parts of figures or circled figures in a set
 Determine the fractional part of a number (i.e. $\frac{1}{2}$ of 6 = 3)
 Read and write names for commonly used fractions and mixed numbers ($\frac{1}{4}$, $\frac{1}{2}$)
 Correctly order fractions from smallest to largest
 Identify plane shapes: (2-D) triangles, squares, etc.
 Identify, describe, and compare geometric shapes: cylinders, cubes, spheres, etc.
 Create plane shapes by cutting other figures
 Classify shapes as having curved or straight lines and/or curved or flat surfaces
 Tell why shapes are translated, rotated, or reflected they remain the same shape in a new position
 Identify figures that are congruent
 Identify, label, and draw line segments
 Identify, name, and draw angles
 Calculate and organize data from random events to make predictions
 Correctly order decimals through hundredths place
 Provide the correct sign (<, >, =) between two decimal numbers up to the 100ths place
 Determine probability when drawing objects from a jar

MUSIC

GOAL: Students will expand knowledge of musical instruments and music participation.

Move to the tempo of the music
 Move to the tempo of the music using the keyboard
 Recognize the difference between high and low pitches and represent pitches with voice
 Recognize high and low pitches and represent using the keyboard
 Demonstrate the ability to keep a beat with the music
 Demonstrate the ability to keep a beat with the music using the keyboard
 Repeat a clapped rhythm independently

Symbolize what is heard in music on paper (i.e. draw pictures of what they hear)
 Express through movement what is heard and felt in music
 Identify the musical staff
 Identify whole and half notes on paper
 Clap out rhythms of whole and half notes
 List the four different instrument families
 Identify and play different kinds of rhythm instruments
 Memorize a melody and sing it
 Sing songs from different cultures
 Learn one patriotic song
 Describe a favorite song and why it is enjoyable
 Describe the lives of two composers, recognizing their music
 Identify two musical careers
 Identify various uses of music in daily life (i.e. commercials, movies, telephones)
 Describe and demonstrate appropriate audience behavior during live performances

READING

GOAL: Students will demonstrate phonic decoding, comprehension and reference skills.

Identify letter blends that make the sound for long a: ai, ay, eigh, ey
 Identify letter blends that make the sound for long e: ee, ea, y, ie
 Identify letter blends that make the sound for long i: ie, y, igh
 Identify letter blends that make the sound for long o: oa, oe, ow
 Identify letter blends that make the sound of long u: ew
 Identify letter blends that make the oo sound: oo, ue, ew, u (boot, blue, new, super)
 Identify letter blends that make the sound for short oo: oo, u (book, put)
 Identify letter blends that make the sound for ou: ou, ow (shout, cow)
 Identify letter blends that make the sound for oi: oi, oy (boil, toy)
 Identify initial digraph blends: ch, ph, sh, th, wh
 Identify initial digraph blends: bl, fl, gl, cl, sl, pl
 Identify initial digraph blends: br, fr, gr, cr, pr, dr, tr
 Identify initial digraph blends: sk, sm, sn, sp, sw
 Identify final digraph blends: -ch, -ck, -sh, -sk
 Identify final digraph blends: -ld, -lf, -lp, -lt, -lk
 Identify final digraph blends: -ng, -nt, -nd, -nk
 Identify final digraph blends: -ft, -mp, -ght, -tch, -nth
 Identify silent consonants: kn, wr, gh
 Identify prefixes in words (re-, un-, pre-, post-, dis-, pro-, -sub-, bi-, tri-, mis-, in-)
 Identify suffixes in words (-ly, -ful, -er, -est, -ness, -ous, -ive, -ity, -or, -ing, -less)
 Identify and create compound words (doghouse, playground)
 Identify and create synonyms of given words
 Identify and create antonyms of given words
 Identify and create homophones of given words
 Differentiate between fact and opinion
 Differentiate between fiction and nonfiction writing
 Identify characteristics of different types of informational text
 Organize story events in the proper sequence
 Identify an appropriate title for a story
 Identify and create an appropriate introductory sentence for a given paragraph

Identify the sentence that does not belong in a given paragraph
 Differentiate important details from irrelevant ones
 Identify the main idea of a paragraph
 Identify and create answers to "what comes next ?" in a paragraph
 Infer information that is not directly stated in fiction and informational text
 Read and accurately follow written instructions
 Identify 150 sight words
 Identify 175 sight words
 Identify 200 sight words
 Identify 225 sight words
 Demonstrate grade appropriate reading ability with mastery
 Read aloud to the class fluently and with expression
 Identify poetry, fantasy, legends, and drama
 Describe differences between poetry, fantasy, legends, and drama
 Identify informational text (descriptive, chronological, cause/effect, compare/contrast)
 Identify setting, problem, solution, and main characters in a story
 Create a Venn Diagram, story map, or graphic organizer based on text
 Organize story events in proper sequence in informational and narrative writing
 Identify the author's purpose in writing: inform, persuade, entertain
 Identify the facts in a paragraph (who, what, when, where, why)
 Identify and describe informational genres
 Use a dictionary and thesaurus to determine meaning and pronunciation of words
 Spell words with short vowel sounds a, e, i, o, u with mastery
 Spell words with long vowels a , e, i, o, u with mastery
 Spell words with long vowels a and e with mastery
 Spell words with long vowels o and i with mastery
 Spell words with the oo, ue, ew combinations with mastery
 Spell words with soft c and g with mastery
 Spell words with aw, a, au, augh with mastery
 Spell words with the ou, ow, oi, oy combinations with mastery
 Spell words with long vowel combinations ar, are, or, ore, ir, ear with mastery
 Spell words with the short vowel combinations ar, ur, ir, er with mastery
 Spell words with the silent letter combinations (wr-, kn-, -lf, -te) with mastery
 Spell words with the -er combination with mastery
 Spell words with the short e sound (ea, e) with mastery
 Spell words with the long e sound (e, y, ey) with mastery
 Spell words with the short u (oo) sound with mastery
 Spell words with digraphs ph, tch, ch with mastery
 Spell words with c, ck sound patterns with mastery
 Spell words with blends (bl, pl, dr, br, tr) with mastery
 Spell words with blends (sl, sm, sp, st, sw) with mastery
 Spell words with blends (-nk, -nd, -ft, -st) with mastery
 Spell words with double consonants (ll, dd, gg, ss) with mastery
 Spell words with beginning digraphs sh, ch with mastery
 Spell words with ending digraphs th, sh with mastery
 Spell words with beginning digraphs th, wh with mastery

SCIENCE

Goal: Students will demonstrate knowledge of plants, animals, physical, and earth science.

Write 3 questions for science experiments
Conduct simple science experiments
Construct simple charts and graphs using data and observations from experiments
Draw conclusions based on data
Use appropriate safety procedures when conducting experiments
Explain the function of each plant part: roots, leaves, stems, flowers, seeds
Explain the life cycle of flowering plants
Explain the life cycle of plants without flowers (i.e. pine trees, ferns)
Describe how crowding affects plant growth
Identify the five body parts of an insect
List two animals without backbones
Explain the life cycle of mammals
Explain the life cycle of birds
Explain the life cycle of reptiles
Explain the life cycle of amphibians
Explain the life cycle of fish
Explain the life cycle of insects
Name two animals/insects and describe one characteristic for survival or defense
Diagram the water cycle
List two items made from natural resources (i.e. glass from sand)
List two things people can do to conserve our natural resources
Describe the effects people have had on a variety of habitats
Define "habitat", giving an example
Define "environment"
Explain how weathering has changed the earth
Explain how soil is formed
Explain how fossils are formed
Explain how shadows are formed and how they change
Demonstrate with models the motion of the earth and moon around the sun
Explain why the moon appears to shine
Explain why the moon appears to change shape
Explain how the tilt of the earth causes seasons and different climates
Name the planets in our solar system
Explain forces that create change in the motion of an object (speed, direction, friction)
Explain how gravity affects motion
Explain why some objects move faster than others
Identify forces that make objects slow down
Describe how machines help people work more easily, giving two examples
Describe how magnets attract and repel each other
Compare and contrast the effect of magnets on objects found in the classroom
Explain how vocal cords make sound
Define "volume"
Define "pitch"
Given a variety of objects, tell which will make a higher or lower sound
Given a variety of objects, tell which will make a louder or softer sound
Name the three sources of light (sun, fire, electric)

Explain the difference between light being reflected and light being absorbed
Name two fuels used to make heat
List two fossil fuels and explain their use
Define "friction" and explain its relationship to heat, giving an example
Define "conductor" and explain its relationship to heat, giving an example
Define "insulator" and explain its relationship to heat, giving an example
Define "matter"
List two changes heat causes, one which can be undone and one that is permanent
Define "water vapor" as it relates to heat
Define "evaporation" as it relates to heat
Define "temperature" and describe the instrument used to measure it
Name two famous scientists and discuss their contributions to science
Observe, collect, and record daily weather conditions over a period of time
Define weather terms: temperature, wind direction, wind speed (Beaufort Scale), precipitation, and wind
List safety precautions that can be taken before severe weather and describe severe weather events

SOCIAL STUDIES

GOAL: Students will learn introductory history, and geography.

Read timelines about local community events and distinguish between years and decades
Describe how a local event can be described differently (through media, newspaper, etc)
Define a community
Explain how the local community has changed over time (businesses, jobs, transportation, population)
Name a community's past problem and explain how it was solved
Write an historical narrative of the local community's history, using a variety of sources (data gathered from local residents, pictures, artifacts)
Draw a local map which includes a map key
Use a local map to describe relative location using distance, direction, and scale
Use a Venn diagram to compare the physical and human characteristics of the local community with another community
Explain how the local community is part of a larger region (county, area, state)
Explain ways that the community uses the land (where people live, where services are provided, where products are made)
Explain ways people create to transport people, goods, and ideas within the local community
Describe diversity in the local community by using components of culture (food, language, religion, traditions)
Name three ways individuals can responsibly interact with the environment in the local community
Name one positive and one negative change made to the physical environment of the local community
Name ways individuals can impact physical geography
Describe three reasons why people form governments
Explain the difference between government action and private action
Differentiate between a rule and a law
Describe the significance of the Pledge of Allegiance to the Core Democratic Value of patriotism
Identify the roles of local city government (mayor, city council)
List two examples of how the local government makes laws in the local community (the process)
List two examples of how the local government enforces laws in the local community (mayor and police)
List two examples of how the local government interprets laws in the local community (courts)
Give three examples of how the local government affects the lives of its citizens
Name common services provided by the local government (police, fire departments, schools, parks)

Give two examples of how citizens participate in community decisions
 Explain the difference between personal and civic responsibilities
 Explain why personal and civic responsibilities are important in community life
 Identify the consequences of choosing a want over a need
 Name three types of businesses in the local community
 Explain how local businesses meet the economic wants of consumers
 Describe the natural resources needed to produce a good or service
 Describe the meaning and purpose of trade
 Describe ways to volunteer in the local community
 Identify a school community issue
 Use a graph and other sources to analyze a school community issue
 Identify alternative solutions to a school community issue
 Name three of our Core Democratic Values
 Write an opinion paragraph about a local issue
 Discuss how to help or inform others about a school community issue and implement a plan
 Describe the human resources needed to produce a good or service
 Describe capital resources (buildings, money, transportation)
 Describe the capital resources needed to produce a good or service
 Differentiate between rural, urban, and suburban communities
 Distinguish between people who make goods and people who provide services
 Name and locate the states neighboring Michigan (Indiana, Illinois, Ohio, Wisconsin)
 Describe Michigan's state symbols (bird, mammal, stone, fish, tree, flower, motto, reptile)
 Name and locate the countries north and south of the United States
 Locate the equator on a map and globe
 Give one characteristic of each landform: plain, hill, mountain, valley, island, peninsula
 Differentiate between a river, lake, and ocean
 Name the capital of the United States
 Name and locate the seven continents on a map or globe
 Name and locate the four oceans on a map or globe

WRITING

GOAL: Students will demonstrate grade appropriate grammar and writing skills.

Print lower and upper case letters of the alphabet legibly with correct spacing
 Create a complete sentence
 Identify the subject and predicate in a sentence
 Identify compound subjects and predicates
 Identify and correctly use ending punctuation (., !, ?)
 Create a sentence using at least one conjunction (and, but, or)
 Identify and give an example of a noun
 Identify and create plural nouns with the endings -s, -es, or -ies
 Identify and give an example of a possessive pronoun
 Use pronouns that agree in person and gender with their antecedent
 Identify and give an example of a verb
 Identify and give an example of an irregular verb
 Identify and give an example of a present tense verb
 Identify and give an example of a past tense verb
 Change a sentence from present to past tense by adding -ed
 Identify and give an example of correct subject-verb agreement

Identify and give an example of an adjective
Identify and give an example of an adverb
Identify and correctly use articles in a sentence
Identify and give an example of a prepositional phrase
Correctly use commas to separate words in a series
Correctly use commas when writing the date
Correctly use quotation marks in a direct quote
Correctly use apostrophes in common contractions
Capitalize names of people, places
Write a thank you note
Identify and perform steps in the writing process (brainstorm, details, organization)
Write one paragraph containing a main idea
Write one paragraph containing supporting details
Write one paragraph containing a conclusion (summary)
Explain the main idea in their own writing
Create two research questions based on a topic
Gather information on a research topic
Present answers to two research questions (with teacher assistance)
Write a summarizing paragraph
Create an appropriate title for a story
Draw recognizable and appropriate illustrations for writings
Proofread (peer and self) with checklist and explain changes
Write a paragraph from 1st person point of view (friendly letter, etc.)
Write a paragraph from 3rd person point of view
Correctly use commas in the greeting and closing of a letter
Write a personal narrative (brainstorm, details, organization)
Write cursive letters legibly
Write a magazine article (brainstorm, details, organization)
Create an example of a metaphor and simile
Write a poem after reading grade appropriate poetry
Divide spelling words into syllables
Identify and describe informational genres

THIRD GRADE

School/Home Communication

GOAL: To establish and maintain frequent exchange of information between school and home for the educational benefit of the student.

These objectives will be met each school year:

- Teacher sends home weekly progress note
- Parent(s) attend all conferences
- Parent(s) have initiated contact with the school regarding student performance
- School has initiated contact with the parent(s) regarding student performance
- Parent(s) have volunteered information to assist in analysis of academic/behavior change
- Parent(s) sign and return school notes promptly

APPROPRIATE CONDUCT

GOAL: Students will learn responsibility, cooperation and social interaction skills.

Arrive to school on time, ready to commence learning
Remain in school the full instructional time to maximize learning
Arrive to school in uniform
Remain neat and well-groomed throughout the school day
Demonstrate respectful behavior toward adults and peers
Explain the importance and benefits of treating everyone respectfully
Respect school property and the property of others
Follow school and classroom rules
Explain why it is necessary to follow school and classroom rules
Take responsibilities seriously and attend to in a timely manner
Use proper social manners: "please", "thank you", "excuse me"
Use appropriate table manners during snack and lunch
Explain the importance and benefits of having good manners
Respond to oral directions the first time given
Follow written directions independently
Complete and turn in required assignments independently and on time
Work independently without disturbing others
Accept suggestions in a constructive manner
Think before acting, giving rationale for behavior
Identify positive and negative consequences of a particular decision
Identify the individuals affected by a specific decision
Accept responsibility for actions
Settle a dispute through discussion
Explain why he/she is responsible rather than placing blame elsewhere
Treat others equitably explaining why it is important
Explain how fair may not always be equal
Accept differences of opinion
Explain the rights of people to their opinions
Set aside competition where appropriate and cooperate with peers
Compromise where appropriate

Lead and follow in group activities
Demonstrate encouragement toward peers
Foster new friendships
Maintain existing friendships
Formulate an effective apology and explain why it is important
Explain the importance of accepting an apology rather than harboring a grudge
Demonstrate honesty in dealing with peers and adults
Differentiate between truth and fabrication
Explain why it is important to be a trustworthy person
Explain the importance of keeping promises and the consequences when you do not
Persevere through challenging assignments

ART

GOAL: Students will demonstrate skills in different styles of art.

Compare and describe works created by a given artist, sculptor, or architect
Discuss the culture that produced a given work of art
Discuss and draw examples of art used for practical purposes in other cultures
Name the three elements of art: light, space and design
Describe background/foreground, pattern, balance and symmetry
Describe how artists use light and shadow to focus our attention, affect our emotions
Describe how two dimensional objects look 3-D using depth
Create three-dimensional forms using papier mache
Create a clay sculpture using several techniques (pinching, modeling, coiling, etc.)
Create compositions using overlapping shape
Identify and create incised prints (potato, stencil, etc.)
Use the techniques and materials of a given period to create art similar in style
Describe creative ideas and inventions as a form of art
Create, draw, and label word problems using addition and subtraction
Draw and label a clock according to a given time
Create a line graph
Draw and compare objects in standard and metric form
Diagram a food chain
Draw an example of a predator and prey in their habitat
Create and present a poster of safety rules
Create a model of the earth labeling the seven continents and four oceans
Handle materials and tools safely in a knowledgeable manner

HEALTH/PHYSICAL EDUCATION

GOAL: Students will learn skeletal and muscular systems function, food and nutrition facts, sportsmanship and recreational sports skills.

Describe the major function of the muscular system
Describe the major function of the skeletal system
Define "ligaments" and explain their function
Define "tendons" and explain their function
Differentiate between voluntary and involuntary muscles and give one example of each
Name three of the four kinds of bones
Describe where each of the four kinds of bone is located
Name the three kinds of muscles
Describe where each of the three kinds of muscles is located
List safety equipment needed for baseball, football, soccer and hockey
List two safety rules for riding in a car
List two safety rules for swimming in a pool or natural body of water
List two safety rules for riding a bike
List two safety rules for walking along the roadway or walking in town
Name three items that should appear in a first aid kit
Explain the need to wear gloves when treating someone who has lost body fluids
List three steps to take in a medical emergency until help arrives
Demonstrate making an emergency phone call
Demonstrate the nonverbal symbol for choking
List two things to keep you safe when you are home alone
Name two food sources for vitamins and minerals
Name two food sources for protein
Name two food sources for carbohydrates
Describe why your body needs carbohydrates
Describe why your body needs protein
Describe why your body needs vitamins
Describe why your body needs minerals
Describe why your body needs fats
Describe why your body needs water
Hit a volleyball
Throw a baseball/softball both overhand and underhand
Throw a football
Catch a football
Throw and catch a playground ball
Kick a playground ball that has been rolled toward you
Dribble a soccer ball with both feet
Trap a soccer ball with both feet
Strike a soccer ball with accuracy with both feet
Dribble a basketball with proper form
Pass a basketball with proper form
Shoot a basketball with proper form
Participate in simple tag games
Demonstrate cooperative skills required in performing relay races
Demonstrate appropriate behavior when winning or losing at a sport
Walk at a steady pace for seven minutes

Lead the class in proper stretches
Identify the equipment used in hockey
Identify the equipment used in tennis
Identify the equipment used in football
List three careers involving sports
Develop a plan of everyday activities that you can do to be more physically active

LIBRARY/TECHNOLOGY

GOAL: Students will develop independent research and computer literacy skills.

Explain how to check out books in a library
Respect library materials by proper care and timely return of materials
Describe the purpose of a computerized card catalog system in a library
List information found in a computerized card catalog in a library
Describe the arrangement of fiction books in a library
Describe the arrangement of nonfiction books in a library
Differentiate an autobiography from a biography
Locate information in the table of contents, index, and glossary of a book
Alphabetize a list of words by the third letter
Use a dictionary to find the correct spelling, pronunciation or meaning of a word
Use a thesaurus to find a synonym for a word
Use an atlas to find your city and state
Use an encyclopedia to find information on a topic of interest
Use a computer database to find information on a topic of interest
Use a variety of news sources to gather information on a current event
Describe sources available to gather information for a report
Describe the different functions of computer programs
Type spelling words on the computer
Describe different services that can be accessed with a computer and modem
List a variety of careers utilizing computer skills

LISTENING/SPEAKING

GOAL: Students will demonstrate oral expression and presentation skills, and develop critical evaluation skills.

Speak and respond appropriately in complete sentences
Speak using appropriate volume and enunciation
Use proper grammar when speaking
Use appropriate eye contact in individual conversations
Evaluate and respond to information presented orally by the teacher
Listen attentively and follow multistep oral directions
Listen to peers and adults without interrupting
Listen to peers in a respectful manner
Participate in discussions actively and constructively
Use appropriate eye contact in small group discussion settings
Give clear oral directions to another person
Give oral reports and presentations alone and in small groups

Memorize and recite a poem to the class
Dramatize a skit with a classmate or classmates
Address class with confidence when making a presentation
Use appropriate volume when speaking in front of the class
Use appropriate posture and gestures when speaking in front of the class
Use appropriate eye contact when speaking in front of the class
Give constructive feedback to the presenter
Accept constructive feedback about own presentations
Adapt constructive feedback to own presentations
Listen and follow along during group reading
Introduce two people to each other appropriately

MATH

GOAL: Students will expand number use skills - addition, subtraction, multiplication, division and introductory probability skills.

Memorize addition facts to $10 + 10$
Memorize subtraction facts to $10 - 10$
Order and compare numbers to 10,000
Provide the correct sign of equality ($<$, $>$, $=$) between two numbers (0-999,999)
Read, write and relate numbers to 10,000 in numerals and words
Identify numbers as odd or even
Identify place values (ones, tens, hundreds, thousands, ten-thousands)
Write standard numbers in expanded form up to 100,000 and vice versa
Identify the number / written name for whole numbers with zero to the 10,000ths place
Create and read bar graphs to answer questions
Create a bar graph from collected data
Create and read pictographs to answer questions
Create and read line graphs in horizontal and vertical format
Determine the missing numbers in a number chart to 10,000
Determine the missing numbers in a number chart to 1,000,000
Determine the missing number in an addition or subtraction problem
Determine the pattern in a series of numbers
Round numbers to the nearest ten
Round numbers to the nearest hundred
Round numbers to the nearest thousand
Solve calculations with negative numbers using a number line and calculator
Solve two-digit addition problems, some requiring regrouping
Solve three-digit addition problems, some requiring regrouping
Solve four-digit addition problems, some requiring regrouping
Solve problems involving addition of multi-digit numbers
Add "longer" columns of two and three-digit numbers
Estimate the sum of two numbers with three digits (sums up to 1000)
Solve two-digit subtraction problems, some requiring regrouping
Solve three-digit subtraction problems, some requiring regrouping
Solve four-digit subtraction problems, some requiring regrouping
Solve problems involving subtraction of multi-digit numbers
Use one mental math strategy in solving two digit addition and subtraction
Solve word problems requiring addition and subtraction

Solve number sentences with mixed operations (i.e. $6 + 9 - 3 - 2 =$)
 Tell time as the number of minutes before the hour
 Tell time to the minute after the hour
 Determine elapsed time involving whole hours, days, and years
 Describe the commutative property of multiplication (i.e. $5 \times 8 = 8 \times 5$)
 Explain the zero property of multiplication
 Memorize multiplication facts zero through five
 Memorize multiplication facts six through ten
 Memorize multiplication facts 10×10
 Describe the results and solve problems when a number is multiplied by 10, 100, 1000
 Solve two digit by one digit multiplication problems
 Solve three digit by one digit multiplication problems
 Solve word problems requiring multiplication and provide a written explanation
 Correctly draw arrays to model division facts
 Memorize division facts through $120/10$
 Solve simple division problems, some requiring remainders
 Solve for products and related quotients up to 10×10
 Solve word problems requiring division and provide a written explanation
 Determine the average (mean) when given a series of numbers
 Determine the median when given a series of numbers
 Determine the missing number in a multiplication or division problem
 Write the related fact families for multiplication and division problems
 Compose and decompose whole numbers using factoring and multiples
 Perform mental computations with numbers under 1000
 Solve equations with variables using addition, subtraction, multiplication and division
 Define and calculate the perimeter of a figure
 Define and calculate the area of figures
 Identify, label and draw line segments
 Identify, name and draw angles
 Identify right, acute, and obtuse angles
 Recognize parallel lines, segments and perpendicular lines
 Describe, compare and classify quadrilaterals
 Describe, compare and classify two dimensional shapes
 Identify the three-dimensional figures: cube, prism, sphere, cylinder, pyramid and cone
 Recognize geometric figures in the real world
 Compose/decompose triangles and rectangles to form other two dimensional shapes
 Identify figures that are congruent
 Determine the line of symmetry in figures
 Identify the x and y axes and plot coordinates
 Identify and draw the radius and diameter of a circle
 Read a thermometer to answer questions
 Tell the boiling point in Celsius (100) and Fahrenheit (212)
 Tell freezing point in Celsius (0) and Fahrenheit (32)
 Convert grams to kilograms and kilograms to grams
 Estimate weight and length of objects using metric measurement
 Describe the relationship between centimeters, decimeters and meters
 Calculate the volume of cubes in metric units
 Convert liters to milliliters and milliliters to liters
 Convert cups, pints, quarts, and gallons
 Estimate the length of objects using inches, feet, yards and miles

Convert inches, feet, and yards
Estimate weight of objects using ounces and pounds
Accurately place decimal points to indicate dollars and cents
Compare and order money
Add and subtract money in dollars and cents
Provide the correct sign of equality ($<$, $>$ or $=$) between two decimal numbers
Solve addition problems with decimals
Solve word problems requiring the addition of decimals
Solve subtraction problems with decimals
Solve word problems requiring the subtraction of decimals
Solve problems multiplying decimals by whole numbers
Define numerator and denominator
Write fractions for shaded parts of figures or parts of sets
Provide the correct sign of equality ($<$, $>$ or $=$) between two mixed fractions
Identify fractional points using a number line
Determine the fractional part of a number (i.e. $\frac{1}{3}$ of 12 =)
Correctly order common fractions from smallest to largest
Determine whether fractions are equivalent by using fraction strips
Solve problems requiring the addition of fractions
Solve problems requiring the subtraction of fractions
Describe tenths and hundredths writing each correctly
Use the words certain, likely, unlikely, possible, and impossible to describe events
Define and calculate simple probabilities using fractions
Read Roman numerals (1-20, 50, 100, 500, & 1000)

MUSIC

GOAL: Students will expand knowledge of music techniques, composition and appreciation.

Move to the tempo of the music
Move to the tempo of the music using the keyboard
Symbolize on paper the movement heard in music (i.e. direction, volume change, mood)
Identify a musical staff
Identify the note names for the space notes on the treble clef
Recognize whole, half, and quarter notes on the musical staff
Explain 4/4 time and what each number represents
Clap different rhythm patterns of whole, half and quarter notes printed on a musical staff
Repeat clapped rhythms that are heard
Clap rhythms that are heard on the keyboard
Create own rhythm patterns
Play a rhythm instrument, keeping tempo with the music
Identify by sight at least one instrument from each instrument family
Identify by sound at least one instrument from each instrument family using the keyboard
Express through movement what is heard and felt in music
Identify four composers and one musical selection from each
Describe the lives of four composers and their contributions to music
Memorize two songs, one of them patriotic
Sing a song in rounds ("Row, Row, Row, Your Boat", "Frere Jacques")
Analyze a favorite song for self (lyrics, harmony, tempo, beat)
Analyze a favorite song for family (lyrics, harmony, tempo, beat)

Observe and identify how music is similar to other school subjects
Identify music in daily life
List three ways people can use music in everyday life or as a career
Recognize the differences between men's, women's, and children's singing voices
Identify treble and bass clef
Describe and demonstrate appropriate audience behavior during live performances

READING

GOAL: Students will demonstrate proficiency in reading comprehension and literature appreciation.

Use word attack skills; syllabication, prefixes, suffixes, context clues to read new words
Use text aids headings, bold print, to obtain meaning from printed text
Tell the meaning of 25 grade appropriate vocabulary words
Tell the meaning of 50 grade appropriate vocabulary words
Tell the meaning of 75 grade appropriate vocabulary words
Tell the meaning of 100 grade appropriate vocabulary words
Demonstrate grade appropriate reading ability
Read aloud fluently and with expression
Describe the meaning of common prefixes (re-, un-, dis-, pre-, mis-, in-)
Describe the meaning of common suffixes (-ly, -er , -or, -less, -ing)
Identify and create synonyms, homonyms and antonyms
Identify and create homographs and homophones
Describe how there may be multiple meanings for one word. (i.e. run, fast)
Describe how there may be multiple words for one meaning (home, abode)
Identify and explain figurative language and idioms, giving examples
Differentiate fact from opinion
Differentiate fiction from nonfiction
Identify the author's purpose for writing: inform, entertain, persuade
Retell the events of a story written at grade level
Recognize author's use of personification as a literary device
Identify the author's point of view
Describe the traits, motives, and feelings of the main characters in selected readings
Describe the plot in selected readings
Describe the setting in selected readings
Identify problem and solution in selected readings
Compare and contrast selected readings
Identify descriptive elements in a story
Identify the cause-effect relations in selected readings
Identify the supporting facts in readings to answer literal questions (5 W's)
Formulate questions that may be answered in an informational reading selection
Identify characteristics of different types of informational text
Infer information not directly stated in fiction and informational readings
Differentiate important details from irrelevant ones in selected readings
Respond to "what if" questions on selected readings
Predict outcomes from information in selected readings
Follow along and read in turn when reading aloud from a textbook
Choose and read a book to a group of students
Read a chapter book with at least 100 pages

Write a report on a famous author and read and discuss at least one of his or her books
 Compare characters in classic and contemporary literature
 Identify characteristics of a fairy tale
 Identify characteristics of a fable
 Spell words with /a/ and /e/ with mastery
 Spell words with consonant clusters with mastery
 Spell words with /i/ and /e/ with mastery
 Spell words with /e/ and /ur/ spelled ea with mastery
 Spell words with long /a/ with mastery
 Spell words with long /e/ with mastery
 Spell words with long /o/ with mastery
 Spell words with /er/ and /ir/ with mastery
 Spell words with /or/ and /ar/ with mastery
 Spell words with silent /h/ and /ur/ with mastery
 Spell words with /-ld/, /-ind/, and /-ound/ with mastery
 Spell words with /u/ with mastery
 Spell words with /-are/ and /-air/ with mastery
 Spell words with /ar/, /c-/ and /s-/ with mastery
 Spell words with /-ough/ and /-ow/ with mastery
 Spell words with /u/ spelled /u/ and /o/ with mastery
 Spell words with long /u/ with mastery
 Spell contractions with mastery
 Spell homophones with mastery

SCIENCE

Goal: Students will demonstrate knowledge of life, earth, and physical sciences.

Write 3 questions for a science experiments
 Conduct simple science experiments
 Draw conclusions based on data
 Construct simple charts and graphs using data and observations from experiments
 Use appropriate safety procedures when conducting experiments
 Define the term "organism"
 Define the term "environment"
 Explain how organisms use their environment, giving one specific example
 Give two examples of organisms adapting to their environment
 Define "ecosystem" and give an example
 Give an example of two different populations inhabiting the same ecosystem
 Give an example of a predator and a prey
 Diagram a food chain
 Explain a food web
 Define the term "producer" and give an example
 Define the term "consumer" and give an example
 Define the term "scavenger" and give an example
 Define the term "decomposer" and give an example
 Explain the difference between inherited and learned characteristics
 Name two inherited characteristics that protect organisms from predators
 Give two examples of how people affect their environment
 Explain the relationship between oxygen and carbon dioxide in plants and animals

Name and describe four types of soil: humus, sandy, clay, loam
 Explain how different types of plants grow in different types of soil
 Define the term "conservation"
 List two items that are biodegradable
 List two items that are not biodegradable and will be in a landfill for many years
 List two items that can be recycled (i.e. glass, cans, paper, plastic)
 List two items that can be reused (i.e. bags, plastic and glass containers)
 List two ways to reduce your usage of resources
 Explain how nature restores itself after a natural disaster
 Name two things scientists discovered about dinosaurs by examining fossils
 Explain why dinosaurs became extinct
 Name two endangered species
 Explain the "greenhouse effect" and give one idea to prevent it
 Describe a solar eclipse
 Describe the phases of the moon
 Define the term "orbit"
 Name two facts about any two planets other than Earth
 Explain how a telescope works
 Name our galaxy
 Name the two main gasses found in stars
 Define "constellation" and name one
 Diagram the four layers of the earth's surface
 Explain the majority of substances found in each of the four layers of the earth's surface
 Name two sources of change in the earth's surface
 Describe the purpose of a topography map
 Describe the formation and characteristics of igneous rock
 Describe the formation and characteristics of sedimentary rock
 Describe the formation and characteristics of metamorphic rock
 Diagram the rock cycle
 Name two renewable resources
 Name two nonrenewable resources
 Name two inexhaustible resources
 Define the term "elements" and give two examples of elements
 Describe how different forms of matter have different properties
 Define the term "compound" and give two examples of compounds
 Differentiate between a "mixture" and a "solution"
 Name two mixtures
 Name two solutions
 Give one example of a physical change when substances are combined
 Give one example of a chemical change when substances are combined
 Describe two forms of energy
 Give two examples of energy changing forms
 Diagram the four parts of the eye (cornea, pupil, lens, retina)
 Describe how your eyes work
 Distinguish between transparent, translucent, and opaque matter
 Explain why you can see your reflection in a mirror or glass
 Describe what happens to light as it passes through a prism
 List the light spectrum in the correct order
 Name two ways to measure force
 Explain how two simple machines make tasks easier

Explain the forces necessary to change an object in motion
 Analyze the relationship between an object in motion and the pull of gravity
 Describe changes in motion due to the force or mass of an object
 Explain how electricity gets from its power source to a home or business
 Define "conductor" as it relates to electricity and give an example
 Define "nonconductor" as it relates to electricity and give an example
 Name two different ways we use electrical energy
 Explain how an electromagnet works
 Explain "static electricity" and give two examples
 Explain the results if the electric charges of two objects are alike, and give an example
 Explain the results if the electric charges of two objects are different, giving an example
 Name three famous scientists and discuss their contributions to science
 Describe how sound moves through objects
 Describe how sound is produced and transmitted
 Tell why magnets don't attract all metal objects
 Investigate different materials that a magnet's force can pass through

SOCIAL STUDIES

GOAL: Students will begin to develop a global view of countries and cultures.

List several questions historians ask in examining Michigan's past (what happened, when did it happen)
 Describe how historians use primary sources to answer questions about the past
 Describe how historians use secondary sources to answer questions about the past
 Compare and contrast three events in Michigan's past (Erie Canal, more people came, statehood)
 Describe the beliefs of the Anishinaabeg-Ojibway (Chippewa) Indians who lived in Michigan
 Describe the beliefs of the Odawa (Ottawa) Indians who lived in Michigan
 Describe the beliefs of the Potawatomi Indians who lived in Michigan
 Describe the beliefs of the Menominee Indians who lived in Michigan
 Describe the beliefs of the Huron Indians who lived in Michigan
 Compare how the settlers and American Indians have adapted to, used, and modified the environment
 Explain the interaction between American Indians, the first Europeans explorers, and settlers in Michigan
 Write an historical narrative about daily life in the early settlements of Michigan (pre-statehood)
 Describe how the ideas or action of individuals affected the history of Michigan using stories or other resources
 Use intermediate and cardinal directions
 Use map scale to answer distance questions
 Demonstrate proficiency in reading map keys
 Create grid maps
 Locate and name the seven continents
 Locate and name the four oceans
 Identify and describe the physical characteristics of Michigan using thematic maps
 Identify and describe the human characteristics of Michigan using thematic maps
 Explain ways in which Michigan can be divided into regions (use visuals and data)
 Describe Michigan as part of the Great Lakes and Midwest regions
 Explain agriculture's economic activity in Michigan (corn, cherries, dairy)
 Explain manufacturing's economic activity in Michigan (automobiles, wood products)
 Read product maps to answer questions
 Read flow charts to answer questions
 Explain economic activity from services and tourism in Michigan

Explain activity from research and development in Michigan (Automation Alley, life sciences corridor, university communities)

Describe the factors that influenced the location of some of Michigan's economic activity

Describe why diverse groups have come into a region of Michigan (push/pull factors)

Compose a short essay discussing why goods, people, jobs, or information move to, from, or within Michigan

Describe the cultural aspects of modern American Indian life and give an example of how another cultural group today has preserved and built upon its cultural heritage in Michigan

Create a map showing the location of Michigan's natural resources

Explain the consequences of using Michigan's natural resources

Describe how Michigan state government fulfills the purposes of government (protecting individual rights, promoting the common good, ensuring equal treatment under the law)

Explain how Michigan state government demonstrates the principle of representative government

Compare and contrast the roles of local and state government

List several goods and services that the state government provides (Goods: commodities that schools buy. Services: police)

Explain how goods and services that the state provides are funded (taxes, fees, fines)

List the three branches of government in Michigan

Explain the powers of the three branches of state government in Michigan

Describe the original purpose of the Michigan Constitution

Write a paper describing how Michigan became a state

Create a timeline of significant events (American Indians, exploration, settlement, statehood) in early Michigan history

Identify rights (freedom of speech, freedom of religion, right to own property) of citizenship

Identify responsibilities of citizenship (respecting the rights of other, voting, obeying laws)

Describe how production and consumption are affected by scarcity, opportunity costs, and choices in Michigan

List incentives that influence economic decisions people make in Michigan (sales, tax breaks)

Describe how natural resources influence Michigan's economic development (mining, lumbering, furniture)

Describe how Michigan's location has influenced its economic development (automobile manufacturing)

Explain how entrepreneurs utilize natural, human, and capital resources to produce goods and services in Michigan

Describe the role of business development in Michigan's economic future

Explain how specialization leads to increased interdependence, use a Michigan example

List several products produced in other countries that people in Michigan consume

Use inquiry questions to explain Michigan's economic activities (agriculture, manufacturing, mining, lumbering, tourism, technology, and research) from statehood to present

Explain how immigration and migration affect and continue to affect growth in Michigan

Explain the relationship between the location of natural resources and the location of industries (after 1837-present) and how this affected and still affects the location and growth of Michigan cities

Compare the life of people in towns and cities in Michigan and the Great Lakes region during a variety of time periods (after 1837-present) through the use of primary resources

Compare a major Michigan economic activity today to one like it from the past

Create a historical narrative describing the beginning of the automobile industry and the labor movement in Michigan using primary and secondary resources

Use case studies or stories to describe the ideas and actions of people involved in the Underground Railroad in Michigan

Tell past and current threats to Michigan's natural resources

Tell how Michigan has worked to protect its natural resources in the past and present

Add important events in Michigan's history to the time line already started (using decades after 1930)
Give examples of public issues in Michigan that influence the daily lives of its citizens
Analyze graphic data and other sources to gather information about public issues in Michigan and list solutions
List examples of how conflicts over Core Democratic Values lead people to differ on resolution to a public policy issue in Michigan
Write a persuasive essay expressing a position on a public policy issue in Michigan and justify the position with a reasoned argument
Create and utilize an action plan and know how, when, and where to address or inform others about a public issue
Take part in projects to help or inform others

STUDY SKILLS

GOAL: Students will develop time management, studying, note taking, and test taking skills.

Outline a selection in a textbook
Highlight useful information when reading a passage to answer questions
Study a textbook selection using the KWL method
Take notes in class
Review notes to prepare for class or a test
Quiz peers in an informal study group on possible test questions
Follow increasingly complex, written directions
Describe test taking strategies for any test (well rested and fed)
Describe test taking strategies for short answer tests
Describe test taking strategies for multiple choice questions
Make a time management plan to work at school or at home and follow through
Make and use flash cards to study facts
Complete homework correctly and submit it by the due date
Explain why it is important to do one's best on assignments and tests
Research a topic and answer questions on that topic

WRITING

GOAL: Students will develop grammar and mechanics skills and apply them to narrative, explanatory, persuasive, comparative, expository, and story writing.

Differentiate and give examples of complete sentences and sentence fragments
Differentiate and give examples of statements and questions
Differentiate and give examples of commands and exclamations
Use the proper punctuation for statements, commands, questions, exclamations
Use quotation marks in a direct quotation
Use correct capitalization in dialogue
Use proper punctuation in dialogue
Identify the complete subject of a sentence
Identify the complete predicate of a sentence
Correctly create compound sentences by combining sentences with a comma and "and"
Correct run-on sentences
Use various sentence structures and lengths to create paragraphs in writing

Use time-order words in a given paragraph or sentence
 Write an appropriate topic sentence
 Use "leads" from "endings" in the writing process
 Use the supporting details in a piece of writing to support topic sentence
 Describe the meaning of various proofreading marks
 Prewrite a personal narrative (brainstorming, details, organization)
 Write a rough draft of a personal narrative (beginning, middle and end)
 Revise a rough draft of a personal narrative for spelling, grammar and mechanics, proper paragraph form.
 Proofread a personal narrative for spelling, grammar, mechanics using proofreading marks
 Publish and present a neatly-written personal narrative
 Identify and use plural nouns with the ending -s, -es, or -ies
 Identify and use irregular plural nouns (i.e. man/men, sheep/sheep)
 Tell whether a noun is proper or common
 Correctly capitalize proper nouns in a sentence
 Correctly combined nouns in a sentence
 Use plural nouns /possessive nouns correctly in sentences
 Use appropriate apostrophe placement for singular and plural noun possessives
 Differentiate between a possession and contraction in the context of writing
 Correctly use common abbreviations (i.e. Mr., Mrs., Dr., Dec.)
 Prewrite a fable or folktale narrative by brainstorming and sequencing ideas
 Write a rough draft of a fable or folktale
 Revise a rough draft of a fable or folktale narrative to improve sentence structure, word choice, and paragraph form.
 Proofread a fable or folktale for spelling, grammar and mechanics using proofreading marks
 Publish and present a neatly-written fable or folktale narrative
 Identify the features of a friendly letter (date, greeting, body, closing)
 Write a friendly letter using appropriate form
 Identify and correctly use action verbs in sentences
 Identify and correctly use verbs as a state of being
 Identify and correctly use present tense verbs in sentences
 Identify and correctly use past tense verbs in a sentence
 identify and correctly use past tense of irregular verbs
 Identify and correctly use future tense verbs in a sentence
 Use correct verb to agree with the subject
 Describe the features of three different types of poetry
 Create three different types of poetry
 Proofread a piece of poetry for spelling, grammar and mechanics using proofreading marks
 Publish and present a neatly written piece of poetry
 Use correct comma placement in a series of words
 Use correct comma placement in dates and addresses
 Correctly use commas after a noun of a direct address
 Correctly use commas after "yes" and "no" when they begin a sentence
 Identify and create contractions
 Correctly combine sentences with the same subject using "and" to join the predicates
 Describe features of a problem/solution report
 Prewrite a problem/solution report by brainstorming and organizing ideas in a T-graph
 Gather information for a problem /solution report by research and/or inquiry (survey)
 Write a rough draft of a problem /solution report
 Revise a rough draft of a problem/solution report

Proofread a problem/solution report for spelling, grammar and mechanics using proofreading marks
Peer edit a problem/solution report
Publish and present a neatly-written problem /solution report
Describe features of a research project (ideas, details, organization, and conclusion)
Prewrite a compare/contrast research project by organizing ideas in outline form
Gather information for a compare/ contrast research project using a variety of sources
Write a rough draft of a comparative/contrasting research project
Revise a rough draft of a compare/contrast research project
Proofread a comparative/contrasting research project using proofreading marks
Peer edit a research project writing for spelling, grammar and mechanics using proofreading marks
Publish and present a neatly-written research project
Identify and correctly use adjectives in sentences
Identify and correctly use articles in sentences
Identify and use pronouns that agree in person and gender with their antecedent
Identify and correctly use adverbs in sentences
Correctly combine sentences by adding an adjective or adverb to one sentence

FOURTH GRADE

SCHOOL/HOME COMMUNICATION

GOAL: To establish and maintain frequent exchange of information between school and home for the educational benefit of the student.

These objectives will be met each school year:

- Teacher sends home weekly progress note
- Parent(s) attend all conferences
- Parent(s) have initiated contact with the school regarding student performance
- School has initiated contact with the parent(s) regarding student performance
- Parent(s) have volunteered information to assist in analysis of academic/behavior change
- Parent(s) sign and return school notes promptly

APPROPRIATE CONDUCT

GOAL: Students will learn responsibility, cooperation, and social interaction skills.

Arrive to school on time, ready to commence learning
Remain in school the full instructional time to maximize learning
Arrive to school in uniform
Remain neat and well-groomed throughout the school day
Differentiate between respectful/disrespectful behavior
Demonstrate respectful behavior to adults/peers
Respect school property and the property of others
Follow school and classroom rules and explain why it is a necessity
Take responsibilities seriously and attend to them in a timely manner
Explain the benefits and consequences of following through with responsibilities
Use proper social manners and explain the benefits of being polite and respectful
Explain the benefits of being a good citizen in school /community, giving examples
Demonstrate honesty and integrity in classroom dealings
Persevere through challenging assignments
Respond to oral directions the first time given
Accept suggestions in a constructive manner
Work independently without disturbing others
Complete and turn in classroom assignments independently and on time
Complete and turn in homework assignments on time
Accept responsibility for actions explaining why he /she is responsible
Explain the benefits of considering all points of view before reaching a decision
Explain the necessity to respect each person's right to his/her opinion
Differentiate between respecting a person's opinion and agreeing with the person
Treat all people equally regardless of opinion, ability or ethnicity
Solve conflicts through peaceful discussion
Cooperate as a team member
Encourage his/her peers
Give as well as receive, explaining the importance and benefits of giving
Promote fairness in dealing with peers

Form and maintain friendships with peers
List the behaviors that are desired in a friend
List behaviors that help you make new friends
List the benefits of having a wide variety of friends
List behaviors that would damage a friendship
Explain the negative effects fabrications have on relationships with others
Appropriately apologize when wrong
Explain why it is beneficial to accept a sincere apology rather than harbor a grudge

ART

GOAL: Students will demonstrate skills in different styles of art.

Handle materials and tools safely in a knowledgeable manner
Describe how the works of various artists are individual and uniquely different in styles
Use visual aids and functions of art to communicate ideas
Describe the visual differences between a still life, landscape and portrait
Recognize and use center of interest in a composition
Paint by using and mixing colors: primary/secondary, light/dark, warm/cool
Produce artwork using a variety of painting techniques
Recognize and use the elements of art: line, shape, form, texture and color
Produce artwork using a variety of drawing techniques
Produce artwork using decorative line and colors in a 2-D/3-D composition or form
Produce artwork using a variety of decorative textiles and weaving materials
Produce artwork using a variety of ceramic techniques
Produce artwork using a variety of printing techniques: mono, incised and relief
Create a selected region or landform using clay
Research a culture, select and create two art appropriate objects
Create a map of the United States and label each region appropriately
Diagram the reproductive parts of plants using various materials (yarn, felt)
Create a model of the four layers of the ocean
Create a cloud mobile or model

HEALTH/PHYSICAL EDUCATION

GOAL: Students will develop an awareness of their integumentary system, medication/drugs, and nutrition for a healthy lifestyle, and will demonstrate good sportsmanship, an increased level of fitness, and specific sport skills.

Describe the major function of your integumentary (skin) system
List the two main layers of skin
List two functions of the skin
Explain the process that allows your body to warm and cool
List two ways to protect your skin
Describe two things that can damage your skin
Define "chemical substances" and give two examples
Differentiate stimulants from depressants
Define "antibiotic" and explain when it would be prescribed

Explain the difference between prescription and over-the-counter drugs
 Explain how vaccines work
 Explain how the use of alcohol causes health problems
 Explain how the use of tobacco causes health problems
 Explain how the use of illegal drugs causes health problems
 Name two simple carbohydrates and their benefits
 Name two complex carbohydrates and their benefits
 Name two sources of fiber and their benefits
 Name two benefits of having some fats in your diet
 Describe the function of cholesterol
 Name one way in which too much cholesterol is bad for you
 Explain the importance of good hygiene
 Differentiate between saturated and unsaturated fats
 Name two benefits of having protein in your diet
 Explain why you should drink water and how much you should drink each day
 Name one benefit from and one food item providing vitamin A
 Name one benefit from and one food item providing vitamin B
 Name one benefit from and one food item providing vitamin C
 Name one benefit from and one food item providing vitamin D
 Name one benefit from and one food item providing vitamin E
 Name one benefit from and one food item providing vitamin K
 Name two of the four minerals found in bones and teeth
 Name two functions of minerals in the body
 Accurately read a food label to answer questions
 Demonstrate cooperative skills in playing team sports
 Demonstrate appropriate behavior when winning or losing at a sport
 Identify three different team sports by their field markings
 Identify three different scoring techniques in three different sports
 Demonstrate the proper stretching techniques to prevent injury
 Walk at a steady pace for ten minutes
 Jump a rope turned by others
 Throw a football
 Catch a football
 Center a football
 Trap a soccer ball with various body parts (feet, knees, chest)
 Strike a soccer ball with various body parts (feet, knees, chest, head)
 Serve a tennis ball with a racquet
 Hit a "birdie" with a badminton racquet
 Pass a volleyball underhand to a partner
 Pass a volleyball overhand to a partner
 Accurately throw a softball/baseball
 Catch a softball/baseball
 Hit a softball/baseball
 Throw a frisbee
 Identify a variety of equipment used in sports

LIBRARY/TECHNOLOGY

GOAL: Students will use a variety of sources of information to expand independent research and computer literacy skills.

Describe the information found in a computerized card catalog system in a library
Explain how fiction and nonfiction books are arranged in a library
Respect library materials by proper care and timely return
Utilize the table of contents, index and glossary to find information in a book
Describe the purpose of the title and copyright page
Use guide words to locate words and information in dictionaries and encyclopedias
Use a thesaurus to find a synonym for a word
Use various sources to find information to write a report
Use database software to find information by a sort or search
Use a word processing program to type and print a written document
Demonstrate proper keyboarding for the home row, maintaining proper posture
Utilize the spell and grammar check on a computer to proofread a typed report
Cut, copy and paste in a typed document
Save a typed document onto a disk and onto the hard drive
List two potential hazards to computers
Describe the basic facts about the ability and usage of networked computers
Describe different software application formats
Identify when a particular software would be chosen over another

LISTENING/SPEAKING

GOAL: Students will expand oral expression and presentation skills and develop critical evaluation skills.

Speak in complete sentences using appropriate volume and enunciation
Use an appropriate amount of time for speaking in a give and take conversation
Speak with correct grammar usage (subject / verb , personal pronouns, adjectives)
Use appropriate social rules in introductions, greetings, and polite responses
Retell stories in logical order
Listen to peers and adults without interrupting
Listen to peers and adults in a respectful manner
Listen carefully in order to respond to information presented orally by the teacher
Follow multiple directions given orally
Ask appropriate questions to clarify content and meaning
Paraphrase conversations and information accurately
Determine the figurative meaning of words when heard in context
Respond accurately to literal questions related to orally presented material
Respond accurately to inferential questions related to orally presented material
Participate in small group discussions actively and constructively
Contribute to a group project with suggestions, research, and effort
Acknowledge the ideas and points of view of all group members
Present accurate directions to individuals and small groups
Deliver formal and informal presentations, both alone and in a small group
Address the class with confidence while giving a presentation
Use a variety of media and resources to enhance presentations

Establish and apply criteria for evaluating one's own and others' presentations
Project voice when making presentations
Use appropriate posture and eye contact when making presentations
Offer feedback on the presentation of others
Accept feedback of own presentation
Apply feedback of own presentation to improve performance
Memorize a poem, prose or monologue to deliver in front of the class
Dramatize a short story or skit

MATH

GOAL: Students will expand number use - addition, subtraction, multiplication, division – basic geometry and measurement skills.

Memorize addition facts to $12 + 12$
Memorize subtraction facts to $12 - 12$
Solve multi-digit addition problems
Determine missing number in an addition problem
Solve multi-digit subtraction problems
Determine missing number in a subtraction problem
Solve word problems requiring addition and subtraction
Read and write numbers through the billions
Identify numbers through the billions
Construct equivalent forms of whole numbers using place value
Identify place value of digits in whole numbers through the billions
Write numbers in standard and expanded form through the billions
Provide the correct sign of equality between two numbers through the billions ($<$, $>$, $=$)
Determine the pattern and missing number in a series of numbers
Define and identify prime numbers
Identify the difference between a prime number and composite number
List all factors of a whole number to 50 (factor trees)
Use a calculator to solve various problems involving positive/negative numbers
Calculate the perimeter of a figure where all sides and some sides are labeled
Solve problems involving the perimeter of squares, rectangles, and triangles
Calculate the area of a variety of closed figures
Determine the volume of a rectangular solid in cubic centimeters
Convert inches, feet, yards and miles
Convert ounces, cups, pints, quarts and gallons
Choose the appropriate unit of measure for weight, length and volume in metric units
Measure objects using metric measurement
Convert centimeters to meters, kilograms to grams and liters to milliliters
Measure and compare temperature using Celsius and Fahrenheit
Convert hours to minutes, minutes to seconds, years to months, and weeks to days
Calculate elapsed time
Determine elapsed time involving whole minutes, hours, days, weeks, years
Solve problems involving elapsed time, with the conversion of hours
Memorize multiplication facts 0×12 through 5×12
Memorize multiplication facts 6×12 through 12×12
Multiply numbers that show commutative property (i.e. 2×3 is the same as 3×2)
Multiply numbers that show distributive property (i.e. $3(8+5)=(3 \times 8)+(3 \times 5)$)

Explain the multiplicative property of one
 Determine the missing number in a multiplication problem
 Solve problems that require the correct order of operations ($6+(5 \times 2)=$)
 Determine if a one digit number is a multiple of a given number
 Solve two-digit by one-digit multiplication problems
 Solve problems requiring multiplication by powers of ten
 Solve two-digit by two-digit multiplication problems
 Solve three-digit by one-digit multiplication problems
 Solve three-digit by two-digit multiplication problems
 Solve three-digit by three-digit multiplication problems
 Solve word problems requiring multiplication
 Memorize division facts through 100/10
 Solve division problems up to 4 digits by 1 digit
 Solve division problems when divided by 10
 Solve simple division problems, some requiring remainders ($40/6=$)
 Determine the missing number in a division problem
 Solve division problems with one-digit divisor, some with remainders ($4567/3=$)
 Solve word problems requiring division
 Determine the unit cost of an item
 Correctly calculate half price using both multiplication and division
 Write fractions for shaded parts of figures or parts of sets
 Determine the fractional part of a number ($2/3$ of 24)
 Create equivalent fractions and explain why they are equal
 Locate and compare fractions on a number line
 Change improper fractions to mixed numbers
 Change mixed numbers to improper fractions
 Rename fractions with unlike denominators to fractions with common denominators
 Solve problems requiring the addition of fractions
 Solve problems requiring the subtraction of fractions
 Reduce fractions to lowest terms ($2/8 = 1/4$)
 Solve word problems utilizing fractions
 Solve estimation word problems requiring the use of simple fractions
 Solve problems requiring the multiplying of fractions by whole numbers
 Put a series of fractions in order
 Tell the relationship between halves, fourths, and eighths
 Tell the relationship between thirds, sixths, and twelfths
 Order three or more fractions with 2, 4, 8 and 3, 6, 12 in the denominator
 Order three or more improper fractions with 2, 4, 8 and 3, 6, 12 in the denominator
 Order three or more mixed fractions with 2, 4, 8 and 3, 6, 12 in the denominator
 Accurately measure objects to fractional parts in customary units (inches)
 Use words certain, likely, unlikely, possible, and impossible to describe possible events
 Define and calculate simple probabilities utilizing fractions
 Use random sampling techniques
 Write the decimal equivalences for fractions
 Convert fractions to decimals utilizing a calculator
 Convert fractions to percents and percents to fractions
 Read and write decimals through the thousandths
 Memorize common equivalencies between percents and fractions
 Identify decimals through the thousandths
 Order decimals from smallest to largest

Write decimals in expanded notation form to the thousandths
 Use the correct placement of decimals to express dollars and cents (5 cents = \$.05)
 Solve addition problems involving decimals through the thousandths
 Solve subtraction problems involving decimals through the thousandths
 Solve word problems requiring the addition and subtraction of decimals
 Convert percents to decimals and decimals to percents
 Divide decimals by the powers of ten
 Provide the correct sign of equality ($<$, $>$, $=$) between two decimals
 Multiply decimals and whole numbers
 Read coordinate grids to answer questions
 Read coordinate system for X and Y values
 Write the X and Y values for points shown on a coordinate system
 Determine the pattern in a series of numbers to determine the function rule
 Determine the inverse function from a given function (i.e. -7 for +7)
 Graph functions
 Identify functions from given graphs
 Identify, draw, and label lines, line segments and rays
 Identify and draw right, acute, and obtuse angles using a protractor
 Identify and draw isosceles, equilateral, right triangles, and scalene
 Measure the degree of a given angle using a protractor
 Determine whether lines are perpendicular, parallel or neither
 Identify figures that are congruent
 Determine the difference between a translation, rotation or reflection of a figure
 Identify the face edges and vertices of basic three dimensional geometric solids
 Determine the line of symmetry in shapes
 Construct tables and bar graphs from given data
 Solve problems using tables
 Solve problems using pie charts
 Read maps and charts to answer questions
 Explain, in writing, the correct rules for rounding
 Approximate answers by utilizing rounding
 Round 4, 5, 6 digit numbers to the nearest ten, hundred, thousand, ten thousand, hundred thousand
 Do addition /subtraction story problems by rounding to estimate answers less than 1000
 Use front end digits to estimate answers
 Round decimals to the nearest whole number
 Round decimals to the nearest tenth, nearest hundredth, nearest thousandth
 Correctly estimate, by rounding answers, to one-step problems involving money
 Determine the average (mean) when given a series of numbers
 Determine the median when given a series of numbers
 Determine the mode when given a series of numbers
 Determine the range when given a series of numbers

MUSIC

GOAL: Students will expand knowledge of music techniques, composition and appreciation.

Identify a phrase as a complete musical idea made of high and low pitches
Identify a melody as phrases put together to make up a song
Identify repeating patterns of music
Identify repeating patterns of music using the keyboard
Identify a musical staff, knowing that it has five lines and four spaces
Identify the note names for both space notes and line notes on the treble clef
Recognize whole, half, quarter and eighth notes
Recognize whole, half, quarter and eighth rests
Identify what each number represents in 3/4 time
Describe how bar lines divide notes into measures based on the top number
Determine where the missing bar line goes in a measure based on the number of beats
Identify the treble and bass clef
Recognize sharp signs and flat signs
Clap written patterns that include notes and rests in 4/4 time
Clap written patterns that include notes and rests in 3/4 time
Identify and describe the lives and contributions of various American composers
Describe jazz music, naming jazz musicians, and its influence on today's music
Describe four different careers in music
Identify by sight and sound two instruments in each instrument family
Sing different examples of folk music
Sing different examples of patriotic songs including the "Star Spangled Banner"
Dance to music using keyboard, CD, video
Choose appropriate music to accompany a story
Improvise a simple variation to a given rhythm
Describe and demonstrate proper audience behavior during live performances

READING

GOAL: Students will demonstrate proficiency in reading comprehension and literature appreciation.

Employ and explain multiple strategies to recognize words (context clues, phonics)
Employ and explain multiple strategies to construct meaning (context clues, mapping)
Read grade appropriate sight vocabulary
Follow increasingly complex multi-step written directions
Identify the homonym that will complete two sentences
Explain the author's purpose in writing and how they differ: inform, entertain, persuade
Describe how the choice of language or setting contribute to the author's purpose
Differentiate folk tales, fairy tales, fables and myths in literature giving an example
Differentiate fiction, historical fiction, and nonfiction literature
Compare the use of fact and fantasy in historical fiction
Paraphrase a reading selection, identifying important ideas and details in sequence
Identify and describe the plot in selected readings
Describe the setting in selected readings
Identify the cause and effect relationships in selected readings
Identify the problem and solutions in selected readings, giving different solutions

Identify the main characters and describe their traits, emotions and motives
 Compare and contrast selected readings
 Describe the development of and changes in a character in selected readings
 Identify the sensory words used in reading and their effect on the reader
 Identify and explain similes and metaphors in selected readings
 Identify figurative language and idioms in selected readings
 Identify time-order words (first, next) in narratives and process writing
 Identify spatial relationships words (next to, on top of) in descriptive writing
 Differentiate between fact and opinion in selected readings
 Identify supporting facts in readings to answer literal questions (5 W's)
 Identify characteristics of different types of informational text
 Make inferences using fiction and informational readings
 Formulate questions that may be answered in an informational reading selection
 Read a book to a group of students, asking questions to check for content retention
 Follow along in a textbook while others read, being prepared for own turn
 Differentiate between narrative writing, descriptive writing, and comparative writing
 Define and correctly use common prefixes and suffixes
 Spell words with long /i/ and /ou/ with mastery
 Spell words with /u/ spelled /oo/ and /u/ with mastery
 Spell words with silent letters with mastery
 Spell words which are homophones with mastery
 Spell words with double consonants with mastery
 Spell words with /-tion/, /-ment/, and /-ist/ with mastery
 Spell words with /oi/ and /oy/ with mastery
 Spell words with double consonant clusters with mastery
 Spell words with /ie/ and /ey/ with mastery
 Spell words with /ur/ spelled /url/, /er/, or /ir/ with mastery
 Spell words with /-le/, /-el/, or /-al/ with mastery
 Spell words with /-an/, /-on/, /-um/, and /-om/ with mastery
 Spell words with /-er/, spelled /-er/ or /-or/ with mastery
 Spell words with blends and silent letters with mastery
 Spell words with suffixes /-tion/, /-al/, /-ible/, /-able/ with mastery
 Spell words that are commonly misspelled with mastery
 Spell compound words with mastery
 Spell months, days, and holidays with mastery
 Spell words that are plurals with mastery
 Spell words that are contractions with mastery
 Spell words ending in /-ing/ with mastery

SCIENCE

Goal: Students will demonstrate knowledge of the scientific method, life, earth, and physical sciences.

Describe the process of photosynthesis
 Describe the functions of different plant structures (i.e. leaf, stem, roots)
 Describe two types of reproduction in plants
 Diagram the reproductive parts of plants
 Explain the different ways in which plants are classified
 Distinguish between invertebrates and vertebrates, giving one example of each

Distinguish between warm-blooded /cold-blooded vertebrates, giving example of each
 Distinguish between herbivores, carnivores and omnivores giving one example of each
 Differentiate bilateral symmetry and radial symmetry in body types giving an example
 Define the term "species"
 Define adaptation
 Give two examples of plant adaptations
 Give two examples of animal adaptations
 Distinguish between learned and inherited behaviors giving one example of each
 Identify the stages in a plant's life cycle
 Define "metamorphosis"
 Diagram the life cycle of a butterfly
 Diagram the life cycle of a frog
 List two reasons why it is important to study life cycles
 Explain the relationship between carbon dioxide and oxygen between plants and animals
 Explain how cutting down the forests affects the carbon dioxide/oxygen cycle
 Explain how cutting down the forests affects the water cycle
 Explain how energy from the sun is transferred to plants and animals
 Explain what happens to energy when it moves through a food web
 Describe migration and list two barriers to migration
 Diagram the four layers of the ocean
 Name one organism that lives in each layer of the ocean
 Define "succession" and list the stages of change
 Give two examples of how humans can change an ecosystem
 Describe how resources affect an ecosystem
 Explain why animals leave an ecosystem
 Name the four inner planets and one fact about each
 Name the five outer planets and one fact about each
 Explain why the same side of the moon always faces the earth while they rotate
 Explain how gravitational pull varies from planet to planet and on the moon
 Explain how gravitational pull causes tides in the ocean
 Name two tools used in space exploration
 Compare and contrast a reflecting and refracting telescope
 Describe the uses for a reflecting and refracting telescope
 Describe the components of the air we breathe
 Explain why the wind blows
 Name three uses for wind, one for plants, one for animals and one for people
 Define evaporation and give an example
 Define condensation and give an example
 Define precipitation and give an example
 Identify and describe the three types of clouds: cirrus, stratus, and cumulus
 Define "air mass"
 Explain how air masses form fronts
 Explain what happens to the weather when a warm front moves in
 Explain what happens to the weather when a cold front moves in
 Differentiate hurricanes from tornados discussing the causes and properties of each
 List precautions that should be taken in an electrical storm and a tornado
 Observe, collect & record weather conditions using appropriate tools & instruments
 Summarize the conditions, effects, and safety concerns of severe weather phenomena
 Name the three factors influencing weathering (material, condition, climate)
 Explain how water works to change rock

Explain how erosion changes the earth's surface
 List three of the four agents of erosion and their effect (gravity, glaciers, wind, water)
 Explain the causes of avalanches and landslides
 Explain the causes of earthquakes and volcanoes
 Explain how the three basic rock types are formed
 Diagram and describe the rock cycle
 Name 3 characteristics needed for a substance to be classified as a mineral
 Describe two of the three properties used to identify minerals
 Name two items made from minerals
 Explain how soil forms
 Give two examples of how soil can be destroyed
 Give two examples of how soil can be conserved
 List and describe the three particles that make up an atom
 Describe why objects attract or repel other objects
 Define magnetic poles and magnetic fields
 Differentiate between open and closed circuits
 Determine what materials conduct or insulate electric current, giving example of each
 Define an electric "resistor", giving an example
 Draw and label an electric diagram
 Differentiate between parallel and series circuits, giving an example of each
 Describe a short circuit
 Describe the function of fuses and circuit breakers
 List two uses for electromagnets
 List two safety tips when around electricity
 Name the three fossil fuels
 Describe the process of combustion
 Explain how heat is transferred by radiation
 Describe how the use of conduction transfers heat
 Describe how the use of convection transfers heat
 Give two examples of uses for steam
 Give two examples of heat moving objects
 Define "matter", giving an example
 Define "volume", giving an example
 Define "mass", giving an example
 Define "density", giving an example
 Define "buoyancy", giving an example
 Define "inertia", giving an example
 Define "friction", giving an example of its relationship to motion
 Define "speed", giving an example of its relationship to motion
 Describe how a wheel and axle work
 Describe how a pulley works and where it may be used
 Describe how an inclined plane works and where it may be used
 Describe how a wedge works and where it may be used
 Use appropriate safety procedures when conducting experiments
 Create a testable hypothesis for an experiment
 Define a "fair test" for an experiment
 Interpret and construct diagrams, tables and graphs made through data and observation
 Draw conclusions based on data
 Name four famous scientists and discuss their contributions to science

SOCIAL STUDIES

GOAL: Students will learn Michigan history, introductory government, politics, and economics.

Describe the Five Themes of Geography giving an example of each theme

Explain the differences between a primary and secondary resource and why they are important to use in the study of history

Identify and locate the states and capitals of the Northeast using a political map

Describe the natural features of the Northeast

Describe the relationship between climate and location of the Northeast

Identify the natural resources of the Northeast including vegetation

Locate important cities and places in the Northeast using cardinal and intermediate directions

Use components of culture to describe the Northeast (art, language, food, shelter)

Use song, pictures, and literature to explore the Northeast region

Use a physical map to identify elevation in the Northeast region

Use a population map to describe the population density of the Northeast

Identify the major economic influences of the Northeast

Explain why people migrated to the Northeast

Give examples of both positive and negative effects of human activity on the physical environment of the Northeast

Identify and locate the states and capitals of the Southeast using a political map

Describe the natural features of the Southeast

Describe the relationship between climate and location of the Southeast

Identify the natural resources of the Southeast including vegetation

Locate important cities and places in the Southeast using cardinal and intermediate directions

Use components of culture to describe the Southeast (art, language, food, shelter)

Use song, pictures, and literature to explore the Southeast region

Use a physical map to identify elevation in the Southeast region

Use a population map to describe the population density of the Southeast

Identify the major economic influences of the Southeast

Explain why people migrated to the Southeast

Give examples of both positive and negative effects of human activity on the physical environment of the Southeast

Identify and locate the states and capitals of the Midwest using a political map

Describe the natural features of the Midwest

Describe the relationship between climate and location of the Midwest

Identify the natural resources of the Midwest including vegetation

Locate important cities and places in the Midwest using cardinal and intermediate directions

Use components of culture to describe the Midwest (art, language, food, shelter)

Use song, pictures, and literature to explore the Midwest region

Use a physical map to identify elevation in the Midwest region

Using a population map to describe the population density of the Midwest

Define economic activity and discuss factors influencing economic activity

Explain why people migrated to the Midwest region

Give examples of both positive and negative effects of human activity on the physical environment of the Midwest region

Identify and locate the states and capitals of the Southwest using a political map

Describe the natural features of the Southwest

Describe the relationship between climate and location of the Southwest

Identify the natural resources of the Southwest including vegetation
 Locate important cities and places in the Southwest using cardinal and intermediate directions
 Use components of culture to describe the Southwest (art, language, food, shelter)
 Use song, pictures, and literature to explore the Southwest region
 Use a physical map to identify elevation in the Southwest region
 Using a population map to identify population density in the Southwest region
 Identify the major economic influences of the Southwest
 Explain why people migrated to the Southwest
 Give examples of both positive and negative effects of human activity on the physical environment of the Southwest
 Identify and locate the states and capitals of the West using a political map
 Describe the natural features of the West
 Describe the relationship between climate and location of the West
 Identify the natural resources of the West including vegetation
 Locate important cities and places in the West using cardinal and intermediate directions
 Use components of culture to describe the West (art, language, food, shelter)
 Use song, pictures, and literature to explore the West region
 Use a physical map to identify elevation of the West
 Using a population map describe the population density of the West
 Identify the major economic influences of the West
 Explain why people migrated to the West
 Give examples of both positive and negative effects of human activity on the physical environment of the West
 Discuss the reasons of migration to the United States
 Explain why people create government
 Describe what life would be like without rules and laws
 Describe the purpose of government
 Explain the principles on which our government is founded
 Describe the Preamble of the Constitution
 Describe the specific rights guaranteed by the Bill of Rights
 Explain how freedom of religion, expression, and the press are protected by the Bill of Rights
 Define democracy
 Identify how the principles of the Constitution serve to limit the powers of the Federal Government
 Compare and contrast the services provided by the state and federal government
 Describe the organizational structure of the federal government of the U.S.
 Give examples of the powers granted to each branch of the government of the U.S.
 Define what powers are reserved for the states
 Describe the system of checks and balances between the branches of the U. S. government
 Describe how the President comes to power
 Describe the powers of the President
 Describe how the members of Congress come to power
 Describe the responsibilities of Senators and Congressmen
 Describe the role of the Judicial branch and how Supreme Court justices come to power
 Describe the role of taxes and how the Federal Government uses taxes to serve the people
 Describe how a bill becomes a law
 Define the qualification for American citizenship
 Explain the responsibilities of citizenship
 Differentiate between the rights and the responsibilities of a citizen
 Explain why rights have limits

Discuss the ways citizens can work together to promote the values and principles of the American democracy
Define economy
Describe a market economy and its characteristics
Describe how positive and negative incentives influence our economy
Explain the reasoning behind supply and demand
Explain how price affects decisions about purchasing goods and services
Define opportunity cost
Explain how specialization and division of labor increase productivity
Explain a circular flow model depicting the interaction between households and businesses
Explain why public goods (e.g., libraries, roads, parks) are not privately owned
Explain how changes in the U.S. economy impacts levels of employment and unemployment (outsourcing of jobs, new markets, increased supply of goods)
Explain how global competition affects the national economy
Identify public issues in the U.S. that influence the daily lives of its citizens
Identify and use different sources to analyze information on public issues
Discuss public issues and formulate resolutions to conflicts
Give examples of how conflicts over Core Democratic Values lead people to differ on resolutions to public policy issues in the U.S.
Express a position in writing on a public policy and justify reasoning
Develop and implement an action plan and know how, when, and where to address or inform others about a public issue
Participate in projects to help or inform others

STUDY SKILLS

GOAL: Students will develop time management, studying, note taking, and test taking skills.

Select topic, develop questions, and identify key words in the research process
Choose sources, skim, and organize information in the research process
Outline a chapter in a book
Paraphrase a passage in a textbook for understanding
Use mapping to create a visual representation of material to be learned
Take notes in class
Make and use flash cards to study facts
Create possible test questions from notes taken in class or from reading selections
Quiz peers in an informal study group on possible test questions
Create a time management plan for homework and follow through with the plan
Demonstrate active learning using the KWL method when studying a textbook selection
Highlight useful information when reading a passage to answer questions
Describe test taking strategies for any test
Describe test taking strategies for multiple choice test questions
Describe test taking strategies for true-false test questions
Describe test taking strategies for matching and fill-in-the-blank tests
Describe test taking strategies for short answer and essay tests
Differentiate between a tactile, visual and auditory learner
Describe your preferred learning style giving two strategies to help you study effectively

WRITING

GOAL: Students will develop grammar and mechanics skills and apply them to narrative, comparative, persuasive, explanatory, story, and expository writing.

Differentiate and give examples of complete sentences and sentence fragments
Differentiate and give examples of declarative and interrogatory sentences
Differentiate and give examples of imperative and exclamatory sentences
Correctly combine two sentences using a conjunction and comma
Use proper capitalization at the beginning of a sentence
Identify and use the complete subject and predicate in a sentence
Identify and use the simple subject and predicate in a sentence
Identify and use the compound subject and predicate in a sentence
Identify and use corrected run-on sentences
Identify and use time-order words in sentences and paragraphs
Identify and use appropriate graphic organizers during the writing process
Identify and use the main idea, topic sentence, and supporting details in a paragraph
Prewrite a narrative(myth, legend, fantasy, or adventure) by brainstorming ideas, adding details, and organizing
Write a rough draft of a narrative creating relationships among setting, characters, theme, and plot
Revise and peer-edit a narrative for main idea, focus, details, and summary
Proofread and self/peer edit a narrative for spelling, grammar, and sentence structure
Publish and present a neatly-written narrative
Write a narrative piece in response to a test prompt
Identify and use common nouns in sentences
Identify and use singular and plural nouns
Create plural nouns with the ending -s, -es, -ies
Identify and write irregular plural nouns (i.e. child-children, deer-deer)
Identify and correctly capitalize proper nouns
Identify and create words showing ownership by using an apostrophe
Use appropriate apostrophe placement for singular / plural possessive nouns
Combine sentences with similar ideas by joining two nouns
Identify and correctly use common abbreviations
Determine whether a word is a plural or a possessive noun and if it needs an apostrophe
Prewrite a comparative piece by brainstorming and organizing ideas in a Venn diagram or T graph.
Write a rough draft of a comparative piece (topic sentence, details, summary)
Revise and self-edit a comparative piece (main idea, details, organization)
Revise and peer-edit a comparative piece (main idea, details, organization)
Proofread a comparative piece for spelling, grammar, and sentence structure
Publish and present a neatly-written comparative piece
Write a comparative piece in response to a test prompt
Identify and correctly use action verbs in sentences
Identify and correctly use present, past and future verb tenses
Choose the correct verb to agree with the subject
Change a sentence from present to past tense
Correctly place commas in a series of words
Identify and correctly use helping verbs in a sentence
Identify and correctly use linking verbs in a sentence
Identify and correctly use irregular verbs in sentences
Identify and create contractions with "not"

Identify whether a sentence would be a "lead" or "ending" to a composition
 Identify and correctly use adjectives in a sentence
 Identify and correctly use articles in a sentence
 Identify and correctly use adjectives after linking verbs
 Identify, correctly use, and capitalize proper adjectives
 Identify and create comparative adjectives using the ending -er, -ier, -est
 Identify and create comparative adjectives using "more" and "most"
 Correctly use the comparative adjective forms of "good" and "bad" in sentences
 Combine two sentences by adding an adjective
 Identify and correctly use pronouns in a sentence (i.e. subject or object)
 Correctly use punctuation in dialogue
 Identify and use the correct subject-verb agreement with a pronoun used as the subject
 Combine and use two sentences with similar ideas by joining two pronouns
 Identify and correctly use possessive pronouns in sentences
 Identify, use, and write contractions with pronouns and verbs (i.e. he's, I'm, you're)
 Identify and correctly use adverbs in sentences
 Identify and correctly use comparative adverbs in sentences
 Identify and correctly use the comparative adverbs "good" and "well" in sentences
 Identify and correctly use negatives in sentences
 Identify and use prepositions and prepositional phrases in sentences
 Combine two sentences to make a complex sentence
 Correctly place commas after a noun of direct address (i.e. yes or no)
 Write a list of questions to research on a topic (brainstorm)
 Prewrite a research paper by organizing ideas in a graph, map, etc.
 Write a rough draft of a research paper (topic sentence, details, summary)
 Cite resources used in a research paper in bibliography form
 Revise and self-edit a research paper (main idea, focus, details, summary)
 Revise and peer-edit a research paper (main idea, focus, details, summary)
 Proofread a research paper for spelling, grammar, and sentence structure
 Publish and present a neatly-written research paper
 Write three types of poetry using the features title, rhythm, and rhyme
 Write legibly in cursive using correct word spacing
 Use grade appropriate, correctly spelled words in writing
 Write a letter using correct form
 Correctly hyphenate multi-syllabic words in writing
 Correctly punctuate titles within writing (quotation marks, italics, underline)

FIFTH GRADE

SCHOOL/HOME COMMUNICATION

GOAL: To establish and maintain frequent exchange of information between school and home for the educational benefit of the student.

These objectives will be met each school year:

- Teacher sends home weekly progress note
- Parent(s) attend all conferences
- Parent(s) have initiated contact with the school regarding student performance
- School has initiated contact with the parent(s) regarding student performance
- Parent(s) have volunteered information to assist in analysis of academic/behavior change
- Parent(s) sign and return school notes promptly

APPROPRIATE CONDUCT

GOAL: Students will learn responsibility, cooperation and social interaction skills.

Arrive to school on time, ready to commence learning
Remain in school the full instructional time to maximize learning
Arrive to school in uniform
Remain neat and well-groomed throughout the school day
Differentiate between respectful and disrespectful behavior
Demonstrate respectful behavior to adults and peers
Speak in a respectful tone of voice to both adults and peers
Respect school property
Respect the property of others
Follow school and classroom rules explaining why it is necessary
Show responsibility by completing tasks and projects without prompting
Use proper social manners explaining the benefits of being polite and respectful
Demonstrate good citizenship, expressing ways to be a good citizen
Persevere through challenging assignments
Respond to oral directions the first time given
Accept suggestions in a constructive manner
Work independently without disturbing others
Complete and turn in classroom assignments independently and on time
Complete and turn in homework assignments on time
Demonstrate honesty and integrity in classroom dealings
Explain the effect on a relationship once a fabrication has been detected
Demonstrate the appropriate method for apologizing
Explain the benefits of accepting a sincere apology rather than holding on to a grudge
Explain how honesty and trustworthiness are related, demonstrating both
Accept differences of opinions while holding his/her own
Accept responsibility for own actions, explaining how he /she is responsible
Solve conflicts through peaceful discussion considering all points of view
Be a cooperative team player
Encourage peers
Lead as well as follow, explaining the circumstances that would call for each

Treat all people equally regardless of opinion, ability, or ethnicity
Explain why "fairness" is not always "equality"
Promote fairness among peers
Make and maintain friendships
Describe two ways to keep a friend
Describe two ways to make new friends
Describe the benefits of having a wide variety of friends
Describe two ways to ruin a friendship

ART

GOAL: Students will demonstrate skills in different styles of art and knowledge of art history.

Handle, clean and care for materials and tools safely and in a knowledgeable manner
Identify the works of three famous artists
Identify and use all the elements of art: light, space, design, texture and color
Describe the development of linear perspective during the Italian Renaissance
Create a work of art using the linear perspective
Recognize and use various drawing techniques
Create a drawing using correct proportion for the human figure
Use beginning perspective and proportion in a drawing to show distance and size
Create a still life from direct observation
Create a landscape from direct observation
Create a painting using several painting techniques
Design and develop a complex three-dimensional structure
Demonstrate skill and understanding of printing tools and techniques
Create a work of art using the techniques of a famous artist (Monet, VanGogh)
Draw and label a picture of a balanced meal using the artistic elements
Create a greeting card using various printing tools and techniques
Design a poster representing the propaganda surrounding World War II
Create a work of art found in the Aztec, Mayan or Inca cultures

HEALTH/PHYSICAL EDUCATION

GOAL: Students will demonstrate knowledge of body systems, nutrition and development of a healthy lifestyle and will demonstrate good sportsmanship, an increased level of fitness, and specific sport skills.

Identify the components on a diagram of the heart
Describe the function of the valves, arteries, veins
Name the components of the respiratory system
Describe the function of the trachea, epiglottis, bronchi, and alveoli
Explain the process of the exchange of oxygen with carbon dioxide in the body
Name the components of the digestive system
Explain the process by which food is broken down into a usable form for body cells
Describe the function of enzymes, esophagus, stomach, liver
Name the components of the excretory system
Describe the function of the urea, kidneys, bladder, renal artery

Explain the process by which the kidneys filter the blood
 Describe the function of the pancreas, gallbladder, large intestines, small intestines, villi
 Describe the function of the capillaries, red blood cells, and white blood cells
 Describe the function of the renal vein, ureter, urethra, and nephrons
 Describe and label the components of the endocrine system
 Define glands and their function (i.e. pituitary gland, adrenal gland, thyroid gland)
 Identify the male and female hormones (i.e. testosterone and estrogen) and how they work within the body.
 Define puberty
 List and explain physical changes that happen during puberty
 Label the major skeletal bones (i.e. fibula, femur, ulna, humerus, etc.)
 Give an example of ball and socket, and immovable joint
 Differentiate between spongy bone, compact bone, and bone marrow
 Explain the purpose of joints in your body
 Give one example of each of the following joints: hinged, gliding, pivot
 Define "exercise"
 Define "physical fitness"
 Define "strength" and name one activity to test strength
 Define "endurance" and name one activity to test endurance
 Define cardiovascular fitness and name two activities to improve it
 Define "flexibility" and describe two warm-up techniques to help avoid injury
 List two ways to avoid injury while exercising or participating in sports
 Explain how muscles convert and use energy
 Label the major muscles in the human body
 Define "metabolism"
 Explain how the body regulates metabolism
 Give two reasons to eat a balanced meal
 Name one food source and one benefit for each of the following vitamins: A, B, C, D, E
 Name one food source and one benefit for the minerals: calcium, iron, potassium
 Define "calorie"
 Explain the term "dietary needs"
 Explain how dietary needs change as people grow from babies to adulthood
 Explain how and why cartilage turns to bone as people develop from babies to adults
 Read nutrition labels on products to answer questions
 Name two diseases caused by an inadequate diet and explain what was lacking
 Name two health problems related to food and digestion, and what foods to avoid
 Describe the effects of hot /cold temp on bacteria, list foods that should be kept cold
 Identify pressures to use drugs (peers, media, stress, family, etc.)
 Identify the long term benefits of a healthy lifestyle
 Identify the playing fields: football, baseball, soccer, ice hockey, basketball
 Demonstrate cooperative skills in playing team sports
 Demonstrate appropriate behavior when winning or losing at a sport
 Participate in activities and stretches designed to improve flexibility
 Lead peers in warm-up and cool-down activities
 List basic rules and scoring for softball
 Hit a softball
 Catch a softball
 Throw a softball
 List the basic rules and scoring for soccer
 Dribble, trap and strike a soccer ball
 Demonstrate proper passing techniques and communication in soccer

List the basic rules and scoring for football
Throw a football
Catch a football
List the basic rules and scoring for basketball
Demonstrate accurate performance in defensive skills in basketball
Demonstrate ability in a variety of basketball offensive drills
Demonstrate the proper starting technique for a runner/hurdler
Demonstrate the proper long jump technique
List the basic rules and scoring for volleyball
Serve a volleyball in a predetermined direction
Return a volleyball

LIBRARY/TECHNOLOGY

GOAL: Students will use a variety of sources of information to expand independent research and computer literacy skills.

Utilize the table of contents and index to find information in a book
Utilize a thesaurus to find a synonym for a word
Utilize an almanac to find information on a given topic
Use various media resources to collect information for reports and speeches
Determine whether information is valid and reliable (i.e. timely, from a reliable source)
Choose the proper application for the type of work to be done (Word for typing)
Use a word processing program to cut, copy, move, and paste text
Use a word processing program to edit a keyed text with spelling and grammar check
Use a word processing program to save keyed text onto the hard drive and onto a disk
Use proper keyboarding skills
Describe the function of the icons in the task bar
Define software piracy as a violation of copyright laws
List two benefits and two potential hazards of "surfing" the internet
Explain the benefits and drawbacks of communicating via email
Explain how technologies have costs as well as benefits to people and other living things
Describe why new inventions often lead to other new inventions and ways of doing things
Describe areas in which technology has improved human lives

LISTENING/SPEAKING

GOAL: Students will expand oral expression and presentation skills, and develop critical evaluation skills.

Speak in complete sentences using appropriate volume and enunciation
Use proper grammar including subject /verb agreement, personal pronouns, adjectives
Use appropriate social rules in introductions, greetings, and polite responses
Use an appropriate amount of time for speaking in a give and take conversation
State opinion with confidence (neither too tentatively or boastfully)
Use age appropriate evidence to support opinions
Listen to understand before responding
Listen carefully in order to evaluate and respond to information presented orally
Follow multistep oral directions

Provide appropriate verbal feedback when listening
 Provide appropriate nonverbal feedback when listening
 Ask appropriate questions for clarification
 Participate in small group discussions actively and constructively
 Contribute to a group project with suggestions, research and effort
 Acknowledge the ideas and points of view of all group members
 Deliver a group presentation on a researched topic
 Differentiate the purposes of public speaking : to entertain, to inform, to persuade
 List the qualities of an effective oral presentation
 Speak in front of the class with confidence and enthusiasm
 Project voice when making presentations
 Use appropriate posture and eye contact when making presentations
 Use a variety of media and resources to enhance presentations
 Deliver a speech meant to inform about a researched topic
 Deliver a process speech explaining how to make or do something
 Participate in a play or skit with classmates
 Memorize a poem, prose or monologue to deliver in front of the class
 Evaluate own presentation for essential qualities
 Evaluate the presentation of others for essential qualities
 Accept feedback of own presentation to improve performance
 Apply feedback of own presentation to improve performance

MATH

GOAL: Students will expand number use - addition, subtraction, multiplication, division – basic geometry and algebra skills.

Explain the associative property of addition
 Solve multi-digit addition problems
 Solve multi-digit subtraction problems
 Solve addition and subtraction problems utilizing negative and positive numbers
 Add decimals both vertically and horizontally
 Subtract decimals both vertically and horizontally
 Solve word problems requiring the addition /subtraction of decimals
 Solve equation problems utilizing variables
 Find the missing number in addition, subtraction and multiplication problems
 Memorize multiplication facts through 12×12
 Solve multiplication problems with powers of ten
 Solve multi-digit multiplication problems with no regrouping
 Solve multiplication word problems
 Determine exponential notation for repeated multiplication
 Memorize division facts through $144 \div 12$
 Solve one-digit divisor problems with remainders
 Find solutions to division problems with remainders, use multiplication to check answers
 Solve division problems with decimals rather than remainders
 Approximate quotients in division problems
 Divide a 2 digit number by a 2 digit number with remainders
 Divide a 4 digit number by a 2 digit number
 Solve word problems requiring division by writing mathematical statements
 Multiply and divide whole numbers by powers of 10, 0.01, 0.1, 1, and 1000 to find patterns

Recognize multiplication and division fact families
 Multiply decimals and whole numbers
 Solve multiplication and division problems of decimals by powers of ten
 Solve two-digit division problems with decimals as remainders
 Solve three-digit division problems with decimals as remainders
 Solve word problems multiplying and dividing decimals by whole numbers
 Multiply multi-digit decimals
 Divide decimals by whole numbers
 Solve word problems dividing by decimals
 Use front end digits to estimate answers in multiplication and division problems
 Determine fractional parts of wholes
 Determine the decimal equivalent of fractions using a calculator when necessary
 Create equivalent fractions for given fractions
 Add and subtract fractions with like denominators
 Compare fractions with like and unlike denominators using the correct sign of equality
 Add fractions with unlike denominators
 Subtract fractions with unlike denominators
 Change improper fractions to mixed numbers and mixed numbers to improper fractions
 Add mixed numbers with unlike denominators
 Subtract mixed numbers with unlike denominators
 Solve word problems with mixed numbers, write mathematical statements
 Solve problems requiring finding fractions of fractions
 Solve problems requiring multiplying mixed numbers
 Solve word problems requiring multiplying fractions and mixed numbers
 Convert fractions to percents and percents to fractions
 Memorize common equivalencies between percents and fractions (i.e. $\frac{1}{2} = 50\%$)
 Explain various interpretations of fractions
 Determine the decimal equivalent of mixed numbers using a calculator when necessary
 Provide the correct sign of equality between two fractions
 Provide the correct sign of equality between two mixed numbers
 Order fractions and mixed numbers from smallest to largest
 Reduce equivalent fractions to lowest terms
 Express improper fractions as whole numbers ($\frac{4}{2}=2$)
 Solve word problems involving addition and subtraction of fractions with like denominators
 Determine ratios
 Compare ratios using the correct sign of equality (<, >, and =)
 Determine the average (mean) when given a series of numbers using a calculator
 Determine the mode when given a series of numbers
 Determine the median when given a series of numbers
 Collect organize data from random events to make predictions, determine probability
 Use random sampling techniques
 Recognize that events are certain, likely, unlikely, possible, or impossible
 Solve problems using tables
 Write numbers through the hundred millions in expanded and standard form
 Provide the correct sign of equality (<, >, =) between two decimals
 Identify place value for decimals through the thousandths
 Order a series of decimals from smallest to largest
 Write a decimal number (hundredths place) from visual interpretations
 Identify and write written name and numeral for decimals through the thousandths
 Identify place value for decimals through the 1000's

Round numbers to the nearest ten, hundred, thousand, and nearest whole number
 Approximate answers utilizing rounding
 Round decimals to the nearest tenth, hundredth, and whole number
 Explain in writing the correct rules for rounding
 Round to estimate answers in +/- word problems involving numbers over 1000
 Convert percents to decimals and decimals to percents
 Calculate the percentage of a given number
 Approximate the products of decimals
 Solve word problems involving percents
 Calculate the price of an item with a percent discount
 Solve problems involving capacity
 Determine the volume of a rectangular solid in cubic centimeters
 Identify, draw, and label acute, obtuse, and right angles
 Measure the degree of given angles using a protractor
 Identify, measure and construct different types of triangles: equilateral, right, isosceles
 Determine the line of symmetry in figures
 Identify and calculate circumference of a circle
 Identify and create figures that are congruent
 Define the difference between a translation, rotation, or reflection of a figure
 Understand 90° , 180° , 270° , and 360° are angles that require certain amounts of turning
 Understand that angles adding up to 180° are a straight line and those surrounding a point add up to 360°
 Determine whether lines are parallel, perpendicular, or neither
 Identify and draw a parallelogram, rhombus, square, rectangle, trapezoid, and quadrilateral
 Differentiate concave from convex figures
 Calculate the area of parallelograms
 Calculate the area of triangles
 Solve problems determining the perimeter of squares, rectangles, and triangles
 Solve problems comparing area to perimeter
 Read coordinate grids to answer questions
 Graph points on a coordinate system for X and Y values
 Write the X and Y values for points shown on a coordinate system
 Determine the function rule from the pattern in a series of numbers
 Determine the pattern in a series of numbers to determine composite functions
 Determine the inverse function from a given function
 Determine the identity function from a given function
 Read tables to answer questions
 Read and create bar and pie graphs to answer questions
 Read a map scale to answer questions
 Estimate and measure in metric units, graphing results
 Convert customary units of measure: (in., ft., yds.), (sec, min., hrs.), (days, months, years)
 Convert metric units of measure
 Choose the appropriate metric measurement (i.e. cm or m, kg or g)
 Solve problems involving elapsed time, with conversion of hours
 Know the abbreviations and units of measure for volume, cubic centimeter, cubic meter, cubic inches, cubic feet and cubic yards
 Solve problems which require following the correct order of operations
 Use a calculator to solve problems

MUSIC

GOAL: Students will expand knowledge of music techniques, composition, and appreciation.

Identify the note names for both space and line notes on the treble clef
Identify and clap a rhythm with quarter notes, eighth notes, and quarter rests
Create and write own rhythm patterns
Define the musical term unison
Define the musical term harmony
Define the term meter signature
Define bar lines and double bar lines
Identify the symbol and define the term forte
Identify the symbol and define the term piano
Identify the symbol and define the term crescendo
Identify the symbol and define the term decrescendo
Identify the various harmony parts in a vocal piece (soprano, alto, tenor, bass)
Sing or play different harmonic parts of a specific piece using voice, keyboard, or recorder
Play a simple tune on a recorder following sheet music
Compose a short piece of music using keyboard or recorder and standard symbols
Improvise simple rhythmic accompaniments to songs, stories, or poems
List/demonstrate proper techniques for singing (breathing, posture, vocal warm-up)
Learn and sing a number of patriotic songs, including the "Star Spangled Banner"
Recognize various styles of music from six different cultures
Recognize three musical instruments from each instrument family
Describe the training necessary for a variety of careers in the field of music
Analyze and explain the use of music in the community (parades, orchestras, choirs)
Develop criteria for evaluating performances
Use criteria to self evaluate performance
Describe and demonstrate proper audience behavior during live performances
Identify music from the Classical era and give example
Identify music from the Romantic era and give example
Identify music from the Baroque era and give example
Identify music from the Twenty-first century and give example
Perform a square or folk dance

READING

GOAL: Students will read a variety of literature selections, summarizing information, drawing conclusions to demonstrate reading comprehension, and word meaning.

Employ and explain multiple strategies to recognize words (syllabication, phonics)
Employ and explain multiple strategies to construct meaning (context clues, mapping)
Use text aids (headings, bold print, italics)
Read grade appropriate sight vocabulary
Read aloud fluently and with expression
Identify the correct homonym for a sentence
Describe the meaning of the following prefixes: pre-, pro-, post-, sub-, super-, con-
Define the following prefixes: bio-, bi-, tri-, auto-, geo-, anti-, tele-, inter
Describe the meaning of the following suffixes: -ive, -ous, -ity, -ness, -ment, -ance

Describe the meaning of the following suffixes: -ology, -graph, -igy, -phobia, -ize
 Identify the author's purpose in writing and how it was achieved
 Paraphrase a reading selection identifying important ideas and details in sequence
 Identify the plot structure in selected readings
 Identify the character development (actions, motives, emotions, traits) in selected readings
 Identify cause-effect relations in readings - what would happen if either changed?
 Identify the author's main point from explicit details in the readings
 Infer the author's point from implicit details in the readings
 Draw conclusions based on facts and details in the readings
 Make predictions based on facts and details in the readings
 Recognize and describe the author's effective use of introductions and conclusions
 Recognize and describe the author's effective use of rich descriptive language
 Recognize and describe the author's effective use of similes and metaphors
 Distinguish between first person and third person point of view
 Correctly interpret examples of red herring in literary text
 Identify the protagonist and antagonist in literary text
 Identify alliteration, satire, foreshadowing, flashbacks in literary text
 Recognize examples of imagery, irony, and styles in literary text
 Compare and contrast selected readings
 Identify bias, slanted writing, and propaganda
 Compare and contrast differences in fiction, nonfiction, and historical fiction
 Infer information not directly stated in fiction and informational readings
 Formulate questions that may be answered from an informational reading selection
 Identify characteristics that would categorize a story as mythology
 Compare and contrast folk tales, legends, and myths
 Identify suspense, descriptions, onomatopoeia, rhyme, and symbolism in literary text
 Recall meaning of selected vocabulary words
 Spell words with /a/ and /e/ with mastery
 Spell words with /o/ and /oi/ with mastery
 Spell words with /ai/, /u/, and /-gue/ with mastery
 Spell words with /j/ spelled /ge/ and /g/ with mastery
 Spell words with /-ture/, /-sure/, and /-cher/ with mastery
 Spell words with /-ant/, /-ent/ with mastery
 Spell words with double consonants with mastery
 Spell compound words with mastery
 Spell words in the past tense with mastery
 Spell words ending in /-y/ with mastery
 Spell words ending in /-ly/ and /-tude/ with mastery
 Spell names of the fifty United States with mastery
 Spell words with suffixes of /-ful/ and /-less/ with mastery
 Spell words ending in /-or/ and /-er/ with mastery
 Spell words with the prefixes of /dis-/ , /pre-/ , and /sub-/ with mastery
 Spell commonly misspelled words with mastery
 Spell words used in science with mastery

SCIENCE

Goal: Students will demonstrate knowledge of the scientific method, life, earth, and physical sciences.

Describe how the compound microscope works
Explain the history of the microscope
Define "unicellular organisms", giving an example
Define "multicellular organisms", giving an example
Define flagellum, cilia and pseudopod and explain their function in unicellular organisms
Diagram a plant cell
Diagram an animal cell
Describe the function of the nucleus
Describe the function of the vacuoles
Describe the function of the mitochondria
Describe the function of chloroplasts
Describe the process of diffusion
Define "osmosis"
Define "active transport"
Define "respiration" and explain its importance to cells
Explain the process of photosynthesis
Define "tissues" and their function
Name the four main types of tissues in animals and their primary function
Define the three types of tissue in vascular plants and explain their function
Define "organ"
Define "organ system"
Name two types of tissue found in the heart
Name two types of tissue found in the lungs
Name two types of tissue found in the intestine
Name two types of tissue found in roots of plants
Name two types of tissue found in stems of plants
Name two types of tissue found in leaves of plants
Explain open and closed circulatory systems
Describe the components and function of the circulatory system
Describe the components and the function of the skeletal system
Describe the components and function of the nervous system
Describe the transport system in a plant
Define "limiting factor" as it relates to populations
Define "carrying capacity" as it relates to populations
Define "population density" as it relates to populations
Define "predation" and give an example
Define "symbiosis" and give an example of a harmful, helpful, and neutral kind
Explain the stimulus-response cycle in animal behavior
Define "tropism" and give an example
Name two plant adaptations that help them in their survival
Name two animal adaptations that help them in their survival
Differentiate between low-pressure and high-pressure areas
Explain the purpose of a barometer, an anemometer, the Beaufort scale
Diagram the layers of the earth's atmosphere
Name the gases found in the earth's atmosphere

Explain the function of the ozone layer in the stratosphere
 Explain how different landforms affect the weather
 Name the earth's three major climate zones
 Name and describe different cloud formations
 Explain warm and cold fronts
 Define "ground water" and "water table"
 Compare and contrast the properties of salt water and fresh water
 Describe "relative humidity"
 Describe "dew point"
 Diagram the features of the ocean floor
 Differentiate between ocean currents and ocean waves
 Describe the process and aftermath of a volcanic eruption
 Describe the process and aftermath of an earthquake
 Define "rift valley"
 Explain the four basic processes that form mountains
 Define "breakwaters", "seawalls" and "jetties" and explain their purposes
 Describe the stages of coal formation
 Describe the stages of petroleum formation
 Describe the stages of natural gas formation
 Describe how mining affects our environment
 Describe how burning fossil fuels affects our environment
 List one fact about each of the four terrestrial planets
 List one fact about each of the five Jovian planets
 Define "asteroids" and "meteoroids"
 Diagram the components of a star (photosphere, corona, prominences, sunspots)
 Explain why stars seem to be different colors
 Identify the physical properties of matter (mass, volume, density)
 Define "melting point" and "boiling point", give an example of each
 Distinguish between physical and chemical changes in matter
 Explain the process in a chemical reaction
 Differentiate homogenous from heterogeneous mixtures, give an example of each
 Define "suspension" as a heterogeneous mix, give an example
 Define "colloid" as a heterogeneous mix, give an example
 Explain how elements are identified
 Define "alloys", give an example of their use
 Know three chemical symbols for common elements
 Define "molecule", give an example
 Identify two common compounds by their molecular makeup
 Explain the structure of the Periodic Table of Elements
 Differentiate metal from nonmetal elements
 Explain potential energy as it relates to kinetic energy
 Define radiant energy, give an example
 Define thermal energy, give an example
 Describe energy transfer, give an example
 Define chemical energy, give an example
 Explain how electrical energy can be the product of fossil fuels
 Define efficiency as it relates to energy
 Define nuclear energy and its usage
 Explain how wind energy works and why it is an inexhaustible resource
 Explain how solar cells work

Explain how hydroelectric plants work
Explain how geothermal energy works
Explain how the energy from biomass is used
Describe the motion of an object relative to its point of reference
Describe motion of an object in relation to the distance, time and direction the object moves compared to other objects
Compare and contrast differences in an object in motion caused by balanced & unbalanced forces
Describe how contact and non-contact forces change an object in motion
Plan, conduct, and manipulate variables in controlled experiments
Create a testable hypothesis for an experiment
Draw conclusions based on data and evidence and report the findings in oral or written form
Use appropriate safety procedures when conducting experiments
Name five famous scientists and discuss their contributions to science

SOCIAL STUDIES

GOAL: Students will demonstrate knowledge of the geography and history of the United States and its diverse cultural heritage.

Using a major revolutionary event (Boston Tea Party, Stamp Act, etc.) explain how Colonial and British views of authority differed
Identify the community, county, state, country and continent where you live
Describe and give an example of each of the Five Themes of Geography
Describe the route taken by the first explorers to America
Describe the Aztec Civilization, as it relates to the Five Themes of Geography
Describe the Mayan Civilization, as it relates to the Five Themes of Geography
Describe the Incan Civilization, as it relates to the Five Themes of Geography
Compare primary and secondary sources and explain the difference between them
Utilize timelines to answer questions
Compare and contrast the physical and human features of a large city and a small town/rural area
Construct a timeline showing major events in the early history of the United States
Identify the location where the desert Southwest Native Americans live using a map
Identify the location where the Pacific Northwest Native Americans lived using a map
Explain how the desert Southwest and the Pacific Northwest Native Americans adapted to live in their environments
Identify the location where the Great Plains Native Americans lived using a map
Identify the location where the Eastern Woodland Native Americans lived using a map
Describe the culture, trading practices, family and governmental structure of the Eastern Woodland Native Americans
Give examples of the inventions and tools used to make sea exploration possible (astrolabe and improved maps)
Give examples of the political developments used to make sea exploration possible (rise of nation/states)
Compose an essay on an European explorer focusing on their reasoning for colonizing the Americas (economic, political, cultural, and religious)
Explain how Spanish exploration affected the Native Americans
Identify the routes taken to locate the Northwest Passage and describe its significance
Describe how England attacked Spanish power in America
Identify the problems England faced in settling the Roanoke Colony
Explain the economic importance of the fur trade to New France

Compare and contrast how the British and the French treated the Native Americans in North America
 Describe the problems faced by the Jamestown settlers
 Discuss the relationship of the American Indians with New Englanders (Pequot/King Philip's war)
 Describe why the House of Burgesses was the start of representative government
 Differentiate between indentured servants and slaves
 Compare the growth of agricultural (small farms) and non-agricultural (shipping, manufacturing) economies
 Describe how democracy took root in New England (town meetings, Mayflower Compact, House of Burgesses)
 Compare the daily life of a child in 1692 to the life of a child today
 Compose a journal entry describing a child's daily life in the Massachusetts Bay Colony
 Write a paragraph on how the geography of New England contributed to its settlement
 Explain how religious beliefs contributed to the settlement of different New England Colonies
 Describe the importance of Triangular Trade and slave trade to New England including the impact on Africa
 Identify the location of the major regions of Africa, (northern Africa, western Africa, central Africa, eastern Africa and southern Africa)
 Describe the culture, trading practices, family and governmental structure of the people living in western Africa before the 16th century
 Describe the perspective of the Europeans, Native Americans, and Africans living in North America after 1492
 Compare the governmental structure, views on property ownership, and land use of Europeans and Native Americans using primary and secondary sources (letters, diaries, maps, narratives, etc.)
 Identify the impact of the Columbian Exchange of Europeans, Native Americans, and Africans
 Compose an essay on how the geography of the Middle Colonies contributed to its settlement
 Explain the long term effects of the John Peter Zenger trial
 Compare and contrast the Dutch settlement in New Netherlands and the Quaker settlement in Pennsylvania
 Identify why the farm families of the Middle Colonies were considered self-sufficient
 Explain how the English took over the Middle Colonies (New Netherlands and Pennsylvania)
 Locate on a map the New England, Middle, and Southern Colonies
 Explain how the geography of the southern colonies led to its settlement
 Identify the role of Native Americans who helped in the development of the southern colonies (Powhatan)
 Compare the agricultural economy of the Carolinas and Virginia
 Use the Themes of Geography to compare/contrast the colonial settlements including the colonists' daily life
 Compare the life of enslaved Africans to free Africans in the American colonies
 Give examples of how Africans used their past culture to develop a new, distinct African American culture
 Discuss how the French and Indian War changed British policy towards the colonies from 1763-1775
 Describe the causes and effects of Stamp Act, Boston Tea Party, The Intolerable Acts, and the Boston Massacre.
 Using a major revolutionary event (e.g., Boston Tea Party, Stamp Act, etc) explain how Colonial and British views of authority differed
 Identify the role of Paul Revere in the Battle of Lexington and Concord
 Identify the importance of the First and Second Continental Congress in unifying the Colonies
 Compare and contrast the Patriots and Loyalists
 Using the Declaration of Independence, explain why the colonists separated from Great Britain and why they believed it was justifiable
 Research the fight for independence identifying the roles of Washington, Jefferson, Franklin, John Adams, Samuel Adams, and Paine

Explain how the colonist experience with self-government helped promote the decision to declare independence
 Compare the strengths and weaknesses of Britain and the Colonies during the American Revolution
 Identify the significance of the Battle of Saratoga, Valley Forge, and the Battle of Yorktown
 Describe the contributions of women and minorities of the American Revolution
 Explain the significance of the Treaty of Paris
 Describe and give examples of the importance and limitation of the Articles of Confederation
 Identify the importance of the Northwest Ordinance as a system of governing
 Identify the significance of the Constitutional Convention
 Describe how issues of representation and slavery were addressed and resolved in the Constitution (the Great Compromise, Three Fifths Compromise, etc.)
 Explain why the framers of the Constitution wanted to limit the power of government (three branches, fear of strong government, etc.)
 Explain the responsibilities of the three branches of government
 Identify how each state is represented in the House of Representatives and the Senate
 Explain the importance of the Preamble to the Constitution
 Explain the significance of a federal system of government
 Discuss the importance of the Bill of Rights and identify the first four amendments
 Research and compose an essay on a current event that relates to the Constitution and its related factual, definitional, and ethical questions
 Research a current event using graphic data that relates to the Constitution and evaluate alternate resolutions
 Identify the reasons why settlers began migrating west to the Appalachian Mountains
 Describe the importance of the Cumberland Gap and the Wilderness Road
 Locate and describe the importance of the Louisiana Purchase
 Explain the significance of Lewis and Clark's exploration of the Louisiana Purchase
 Describe the causes and results of the War of 1812
 Explain Francis Scott Key's reasons for writing the "Star Spangled Banner"
 Describe how the Indian Removal Act of 1830 affected the Native Americans
 Give examples of the Cherokee's efforts to keep their homeland
 Construct an 1800's transportation timeline and explain its impact on America
 Research and present an oral report on an inventor (Fulton, Whitney, Slater, etc.)
 Identify the reasons why Americans settled in Texas
 Explain the causes and results of Texas's fight for independence from Mexico
 Locate and describe the importance of the California and Oregon Trails
 Identify the reasons the Mormons settled in Utah
 Describe the impact the California Gold Rush had on settling the west
 Explain the role of an abolitionist and identify at least three examples
 Describe the development of the Women's Rights Movement
 Explain the Underground Railroad
 Read narratives about slavery and write an analysis considering an alternative point of view
 Identify the belief that led to the secession of the Southern states
 Compare the Dred Scott Decision and the Kansas-Nebraska Act
 Compare the Missouri Compromise and the Compromise of 1850
 Compare the strengths and weaknesses of the North and South during the Civil War
 Describe importance of the South's victory at the Battle of Bull Run
 Evaluate the importance of the Anaconda Plan
 Identify the impact the Emancipation Proclamation had on the Civil War
 Explain how the North gained victory in the Civil War
 Give examples of how Reconstruction impacted African Americans' fight for freedom
 Identify the roles of President Lincoln, General Grant, and General Lee during the Civil War

Explain the importance of the Transcontinental Railroad and describe how it was built
 Give examples of how the Transcontinental Railroad impacted the life of Chinese workers and the Native Americans
 Compose a persuasive essay on why Native Americans should not be moved onto reservations
 Describe the Homestead Act
 Compare the life of a homesteader and that of a cowhand
 Describe the Industrial Revolution and give at least three examples of inventions that were created at that time
 Explain a Free Enterprise System and how it encourages economic growth
 Explain labor unions and identify their goals
 Identify the reasons why immigrants came to the United States and the difficulties they faced
 Describe how the United States acquired Alaska and Hawaii
 Construct a timeline of the Spanish American War
 Describe the changes that occurred while Theodore Roosevelt was president
 Explain why the United States entered WWI and describe its goals for peace
 Identify the role of a dictator and explain why Benito Mussolini and Adolf Hitler were considered dictators
 Describe the Great Depression understanding how it affected Americans
 Explain the causes of WWII
 Describe Pearl Harbor's significance to America's involvement in WWII
 Explain the Holocaust
 Describe the cold war and the arms race
 Compare democracy and communism as they relate to the United States and the Soviet Union (Russia)
 Describe the causes and results of the Korean War
 Identify the goals and achievements of the Civil Rights Movement
 Research an American involved in the Civil Rights Movement, noting their contributions
 Utilizing the Core Democratic Values, compose an essay taking a position on an issue
 Utilizing the Core Democratic Values, compose and present an essay taking a position on a public policy

STUDY SKILLS

GOAL: Students will develop time management, studying, note taking, and test taking skills.

Use a systematic research process: (select the topic, develop questions), to write a report
 Set a personal educational goal with a timeline and follow through
 Create a time management plan for homework and follow through
 Take notes on an oral presentation
 Take notes on a textbook selection in outline form
 Take notes on a textbook selection in clustering/mapping form
 Take notes on a textbook selection in paraphrasing paragraph form
 Study a textbook selection using the KWL method
 Study a textbook selection using the SQ4R method
 Create a mock exam from the questions suggested by the notes and textbook
 Quiz peers in a small study group on developed questions
 Describe the strategies for taking any test
 Differentiate an objective test from a subjective test
 Name two strategies for taking a true / false test
 Name two strategies for taking a multiple choice test
 Name two strategies for taking a matching test

Name two strategies for taking a fill-in-the-blank test
Name two strategies for taking a short answer test
Name two strategies for taking an essay test
Evaluate a returned test describing strengths and weaknesses
Differentiate between a tactile, visual, and auditory learner
Describe your preferred learning style and give two strategies that should work well for you
Create a plan for summer vacation to maintain the learning process

WRITING

GOAL: Students will develop proper grammar and mechanics skills and apply them to narrative, persuasive, explanatory, expository, comparative, and story writing.

Write a complete sentence and a sentence fragment
Differentiate between declarative, interrogatory, imperative, and exclamatory
Combine two sentences into a compound sentence using a conjunction and comma
Correctly punctuate and capitalize a sentence
Identify the complete and simple subject in a sentence
Identify the complete and simple predicate in a sentence
Identify and create compound subjects in sentences
Identify and create compound predicates in sentences
Identify and correct run-on sentences
Identify and use time-order words in sentences and paragraphs
Identify the main idea, topic sentence, and details in a paragraph
Determine and use singular and plural nouns in writing
Create plural nouns including irregular nouns (half, halves; hero, heroes; foot, feet)
Determine whether a noun is common or proper, capitalizing proper nouns
Identify and create words showing ownership by the use of an apostrophe
Use the appropriate apostrophe placement for singular / plural noun possessives
Combine sentences with similar ideas by joining two nouns
Determine whether a word is a plural or possessive noun and if it needs an apostrophe
Write in active and passive voice
Prewrite a personal narrative (brainstorm, details, organization)
Write a rough draft of a personal narrative (topic sentence, details, summary)
Revise and self/peer edit personal narrative (main idea, focus, details, summary)
Proofread a personal narrative for spelling, grammar, and sentence structure
Publish and present a neatly-written personal narrative
Write a personal narrative from a test prompt
Prewrite a persuasive writing piece by using brainstorming and organizing ideas in a Venn diagram or a T graph.
Write a rough draft of a persuasive writing piece (topic sentence, details, summary)
Revise and self/peer edit rough draft of a persuasive writing (main idea, focus, details, summary)
Proofread a persuasive writing piece for spelling, grammar, and sentence structure.
Publish and present a neatly-written persuasive writing
Write a persuasive writing from a test prompt
Identify and correctly use action verbs in sentences
Identify the direct object in a sentence
Identify and correctly use present, past and future tense verbs
Choose the correct verb to agree with the subject of a sentence
Demonstrate proper spelling of present and past tense verbs

Use correct comma placement in a series of words, direct address, etc.
 Identify and correctly use helping verbs in a sentence
 Identify and correctly use linking verbs in a sentence
 Identify and correctly use irregular verbs in sentences
 Identify and correctly use the past participle in sentences
 Identify and create contractions with "not"
 Prewrite a genre of choice piece (fantasy, science fiction, historical fiction, or tall tale)
 Write a rough draft of selected genre (topic sentence, details, summary)
 Revise and self/peer edit a rough draft of selected genre (main idea, details, and organization)
 Proofread selected genre for spelling, grammar, and sentence structure.
 Publish and present a neatly-written genre of choice piece
 Identify and correctly use adjectives in sentences
 Identify and correctly use articles in sentences
 Identify and correctly use demonstrative adjectives in sentences
 Identify, correctly use, and capitalize proper adjectives in sentences
 Identify and correctly use comparative and superlative adjectives in sentences
 Identify and create comparative adjectives using "more" and "most"
 Correctly use the comparative adjective forms of "good" and "bad"
 Combine two sentences by adding an adjective to one sentence
 Identify and correctly use abbreviations
 Prewrite a persuasive letter incorporating a position statement, reasons, explanation, and conclusion
 Write a rough draft of a persuasive letter including a position statement, reasons, explanation, and conclusion.
 Revise and self/peer edit a rough draft of a persuasive letter (position statement, reasons, explanation and conclusion)
 Proofread a persuasive letter for spelling, grammar, and sentence structure.
 Publish and present a neatly-written persuasive letter
 Identify and correctly use pronouns in a sentence
 Demonstrate the correct placement and usage of hyphens and colons
 Identify the correct verb for agreement with a pronoun used as the subject of a sentence
 Combine two sentences with similar ideas by joining two pronouns
 Identify and correctly use possessive pronouns in sentences
 Identify and create contractions with pronouns and verbs
 Prewrite an expository writing organizing ideas in outline form
 Gather information for an expository writing from a variety of sources
 Write a rough draft of an expository writing forming at least 5 connected paragraphs (topic sentence, details, and summary)
 Revise and self/peer edit an expository writing (main idea, focus, details, and summary)
 Proofread an expository writing for spelling, grammar, and sentence structure
 Publish a neatly-written expository writing, citing sources in bibliography form
 Write an expository piece in response to a test prompt
 Identify and correctly use adverbs in sentences
 Identify and correctly use comparative adverbs in sentences
 Identify and correctly use negatives in sentences to avoid double negatives
 Correctly use punctuation in dialogue
 Identify prepositions and prepositional phrases in sentences
 Identify and correctly use object pronouns in prepositional phrases
 Identify and correctly use interjections in sentences
 Combine two sentences to make a complex sentence
 Correctly punctuate introductory phrases and interjections
 Prewrite a comparative piece by brainstorming and organizing ideas in a Venn diagram or a T graph

Write a rough draft of a comparative piece (topic sentence, details, and summary)
Revise and self/peer edit a comparative piece (main idea, details, and organization)
Proofread a comparative writing piece for spelling, grammar, and sentence structure
Publish and present a neatly-written comparative writing piece
Write a comparative piece in response to a test prompt
Write legibly in cursive
Use grade appropriate, correctly-spelled words in writing
Distinguish the root word and word origin of vocabulary words
Read a variety of grade appropriate poetry and create poetry based on readings

SCHEDULE 7-3

STAFF RESPONSIBILITIES

SCHEDULE 7-3

STAFF RESPONSIBILITIES

The Academy contracts with a management company, the Foundation for Behavioral Resources, which is responsible for operation of the Academy including personnel. The job descriptions for teaching, administration and support staff are attached. All staff are employees of the management company.

JOB DESCRIPTION
DIRECTOR OF SCHOOLS

QUALIFICATIONS:

Master's Degree
Demonstrate success as an educator and administrator
Demonstrate success working with families and community

REPORTS TO: FBR management

SUPERVISES: All elementary school personnel

WORK STATION: Office at FBR Augusta
Regular presence at charter academies

WORK SCHEDULE: 3 days per week – school year and as assigned

PRIMARY ROLES: The Director of Schools is a member of the Foundation executive team with delegated responsibilities at the charter schools. The director provides leadership in representing the Foundation and its schools as premier educational establishments to the student body, parents, school boards, community and education organizations through effective communication of goals and objectives.

GENERAL RESPONSIBILITIES:

1. Supervise operation of all charter elementary schools managed by FBR
2. Provide training and mentoring of school principals
3. With FBR management, design school budgets to utilize resources prudently
4. Maintain budgetary vigilance throughout school fiscal year
5. Provide guidance and assure compliance with all FBR educational program guidelines
6. Maintain frequent and professional communication with authorizer and charter school associations
7. Assure compliance with all authorizer, state and federal requirements
8. Maintain active and supportive school boards
9. Collaborate routinely and effectively with school founder
10. Identify and recommend changes in policies/procedures
11. Enthusiastically participate in development and implementation of FBR's educational system design
12. Monitor and maintain outstanding performance of teachers and students

13. With FBR management set up and implement systems to reward staff for performance
14. Maintain no other affiliations which may conflict with these responsibilities
15. Pursue opportunities for expansion of educational system and its components
16. Perform other duties as deemed appropriate by the FBR management

TERMS OF EMPLOYMENT:

Twelve month position. One year contract. Non-tenure

EVALUATION:

An annual performance review and evaluation will be conducted prior to the end of each school year.

JOB DESCRIPTION

ELEMENTARY PRINCIPAL

QUALIFICATIONS:

Master's Degree
Demonstrated success as an educator and administrator
Demonstrated success working with families and community

REPORTS TO: Director of Schools, Management Company

SUPERVISES: All Elementary School Personnel

WORK STATION: Assigned school

WORK SCHEDULE: Hours: 7:30a.m.-4:00p.m. days per week. Begin work three weeks prior to the first day of school and continue working two weeks after the last day of school as determined by the Board approved school calendar; additional time as needed and assigned.

PRIMARY ROLES: The Principal is a member of the Foundation executive team with the delegated responsibilities at a particular school site. With the advice and consent of the Foundation Executive through the Director of Schools, the Principal acts as a team leader to work effectively with school staff, students, families and community to create a positive learning environment. The Principal provides leadership in representing the Foundation and its Academy as a premier educational establishment to the student body, parents, the School Board and community through effective communication of goals and objectives.

GENERAL RESPONSIBILITIES FOR THE POSITION OF PRINCIPAL:

1. Administer and supervise all aspects of school personnel and program
2. Facilitate and maintain a cohesive team of professional educators dedicated to the success of the Academy student body
3. Administer a school code of conduct
4. Utilize Foundation administrative procedures consistent with local and State policies and Federal rules and regulations
5. Install and supervise Foundation programs of instruction that reflect a demonstrable relationship to State of Michigan Standards and the Academy's educational goals and objectives
6. Monitor student progress and performance through the use of Foundation Learning Management System program data and technology
7. Utilize Foundation Learning Management System data-bases for reports to parents, the Director of Schools and the School Board
8. Facilitate parent and community involvement with the school
9. Assure equity and non-discriminatory practices in all educational and school-related activities

10. Set high standards and expectations for students, staff, parents and self in the conduct of the educational process
11. Regularly assess teaching methods and strategies
12. Evaluate teacher effectiveness using job description and objective-based data
13. Utilize monetary, personnel and physical resources prudently
14. Maintain a safe and orderly environment
15. Communicate frequently and effectively with parents
16. Collaborate routinely and effectively with Director of Schools on all aspects of school operation
17. Develop and follow plans for effective problem-solving
18. Collaborate on the development of and use of due-process procedures in dealing with disciplinary and dismissal cases
19. Organize and regularly attend school functions
20. Identify and recommend professional development activities for staff
21. Participate in the recruitment, selection, assignment and organization of staff to maximize the accomplishment of the school's mission
22. Assist in the development of and recommendation of a school budget for each fiscal year
23. Provide reports to Director of Schools and/or Board of Education
24. Perform other duties and special assignments as requested

TERMS OF EMPLOYMENT:

Twelve (12) month position. One (1) year contract. Non-tenure

EVALUATION:

An annual performance review and evaluation will be conducted by the Director of Schools prior to the end of each school year.

**JOB DESCRIPTION
ELEMENTARY MANAGING TEACHER**

QUALIFICATIONS: Current Elementary Teaching Certificate

REPORTS TO: Principal, Director of Schools

SUPERVISES: Elementary School Students and Associate Teacher as assigned

WORK STATION: Assigned classroom

WORK SCHEDULE: Hours: 7:30 am – 4:00 pm 5 days per week. Begin work one week prior to the first day of school and continue working one week after the last day of school as determined by the Board approved calendar ; additional time as needed and assigned

PRIMARY ROLES: A Managing Teacher must be a dedicated individual capable of providing high quality instruction according to the specifications and curriculum guidelines set forth by the Academy Board of Directors, Management Company, Director of Schools and the Academy Principal

RESPONSIBILITIES INCLUDE BUT NOT LIMITED TO:

1. Utilizing Academy goals and objectives, develop and implement a coherent and high quality program of instruction which reflects a demonstrable relationship to State of Michigan Standards and Benchmarks and the Academy's educational goals and objectives
2. Create a positive learning environment
3. Complete responsibilities detailed in staff handbook
4. Work as a team member with Academy staff to maximize mastery learning by all students
5. Facilitate and actively support cohesion and productivity of team function
6. Obtain and maintain attendance and student progress data
7. Establish and utilize student progress data-base for regular reports to parents and supervisors
8. Establish and maintain an orderly and safe classroom environment
9. Implement school code of conduct
10. Establish and maintain an effective classroom management plan which enables and supports the organization and delivery of effective instruction
11. Participate in curriculum development and implementation
12. Initiate frequent contact with parents and facilitate involvement in school activities

13. Assure equity and non-discriminatory practices in all instructional practices and school-related activities
14. Set high standards and expectations for students, parents and self in the conduct of the educational process
15. Regularly assess the effectiveness of teaching methods and strategies
16. Communicate regularly and effectively with Principal and other Academy staff
17. Develop and follow plans for effective problem-solving
18. Develop and utilize due-process procedures in dealing with disciplinary problems
19. Participate in the organization of and regularly attend school functions
20. Identify and recommend professional development activities for staff
21. Participate in the recruitment new students
22. Utilize budgeted funds and other school resources effectively
23. Provide reports to Principal, the Director of Schools and/or Board of Education as requested
24. Complete professional development responsibilities as required
25. Mentors new teachers as assigned
26. Perform other duties as requested

TERMS OF EMPLOYMENT:

Twelve (12) month position. One (1) year contract. Non-tenure

EVALUATION:

A performance evaluation will be conducted by the Principal at the end of each semester with an annual summary evaluation prepared prior to the end of each school year.

**JOB DESCRIPTION
ELEMENTARY ASSOCIATE TEACHER**

- QUALIFICATIONS:** Current Elementary Teaching Certificate
- REPORTS TO:** Managing Teacher, Lead Teacher, Principal and Director of Schools, as assigned
- SUPERVISES:** Elementary School Students as assigned
- WORK STATION:** Assigned classroom
- WORK SCHEDULE:** Hours: 7:30 am – 4:00 pm 5 days per week. Begin work one week prior to the first day of school and continue working one week after the last day of school as determined by the Board approved calendar; additional time as needed and assigned
- PRIMARY ROLES:** A Teacher Associate shall perform those duties commonly discharged by teachers as detailed below. This person shall lead all classroom activities when the teacher is not available and otherwise perform teaching activities as assigned. The person must be a dedicated individual capable of providing high quality instruction according to the specifications and curriculum guidelines set forth by the Academy Board of Directors, Management Company, Director of Schools and the Academy Principal

RESPONSIBILITIES INCLUDE BUT NOT LIMITED TO:

1. Utilizing Academy goals and objectives, implement a coherent and high quality program of instruction which reflects a demonstrable relationship to State of Michigan Standards and Benchmarks and the Academy's educational goals and objectives
2. Create and foster a positive learning environment
3. Work as a team member with Academy staff to maximize mastery learning by all students
4. Facilitate and actively support cohesion and productivity of team
5. Obtain and maintain attendance and student progress data
6. Establish and utilize student progress data-base for regular reports to parents and supervisors
7. Establish and maintain an orderly and safe classroom environment
8. Implement school code of conduct
9. Establish and maintain an effective classroom management plan which enables and supports the organization and delivery of effective instruction
10. Participate in curriculum development and implementation
11. Initiate frequent contact with parents and facilitate involvement in school activities

12. Assure equity and non-discriminatory practices in all instructional practices and school-related activities
13. Set high standards and expectations for students, parents and self in the conduct of the educational process
14. Regularly assess the effectiveness of teaching methods and strategies
15. Communicate regularly and effectively with Managing Teacher, Lead Teacher, Principal and other Academy staff
16. Develop and follow plans for effective problem-solving
17. Utilize due-process procedures in dealing with disciplinary problems
18. Participate in the organization of and regularly attend school functions
19. Participate in the recruitment new students
20. Provide reports to Managing Teacher, Lead Teacher, Principal and the Director of Schools as requested
21. Complete professional development responsibilities as required
22. Perform other duties as requested

TERMS OF EMPLOYMENT:

Twelve (12) month position. One (1) year contract. Non-tenure

EVALUATION:

A performance evaluation will be conducted by the Managing Teacher, Lead Teacher and/or Principal at the end of each semester with an annual summary evaluation prepared prior to the end of each school year.

**JOB DESCRIPTION
OFFICE MANAGER**

QUALIFICATIONS: Basic computer use skills and familiarity with common office software such as Microsoft Office and be willing to expand competencies in electronic communications and data processing

REPORTS TO: School Principal

WORK STATION: School office as assigned

WORK SCHEDULE: Hours: 7:30a.m.-4:00p.m.-5 days per week. Additional time as needed and assigned

PRIMARY ROLES: The primary responsibilities of the Student Services Coordinator are to provide daily support and assistance to the Principal.

RESPONSIBILITIES:

1. Develop and maintain efficient office procedures
2. Do routine clerical and report preparation
3. Develop and maintain a record-keeping system for Academy records
4. Communicate professionally and courteously with parents, students and others associated with the academy activity
5. Develop efficient procedures and records for inventory of supplies and materials
6. Develop and maintain a system for ordering supplies, school lunches etc.
7. Learn and demonstrate ability to carry out emergency procedures at the Academy
8. Participate in building meetings when appropriate
9. Follow established procedures in receiving and delivering communications with parents, community and school officials
10. Other activities as assigned

JOB DESCRIPTION

BUSINESS MANAGER FOR CHARTER SCHOOLS

QUALIFICATIONS: Bachelor's Degree

REPORTS TO: Foundation for Behavioral Resources President

SUPERVISES: Support Staff

WORK STATION: FBR main office, Augusta

WORK SCHEDULE: Hours: 7:30a.m.-4:00p.m. 5 day per week. Additional time as needed and assigned

PRIMARY ROLES: The business manager is a team leader who works effectively with staff, students, families, school board and the community to create a positive school environment. The business manager provides guidance for the Academy staff and School Board relating to fiscal and administrative public school academy procedures.

GENERAL RESPONSIBILITIES:

1. Be familiar with all school operation regulations and compliances—MDE, CISD, KRESA, GVSU
2. Communicate regularly and effectively with Academy authorizer on all aspects of school operation.
3. Coordinate School Board business including meetings, reports, audit, fiscal reporting.
4. Assure School Board is knowledgeable of all state, federal and authorizer policies and regulations regarding school operations.
5. Develop school budget for year, for approval
6. Monitor all financial activity of school operation.
7. Coordinate all fiscal information between management company and school board
8. Manage and supervise all enrollment and student accounting systems
9. Manage marketing, advertising and sales to appropriate customer base
10. Oversee customer satisfaction efforts
11. Manage all school employee time reporting and contract compliance

12. Set high standards and expectations for self and staff in conduct of school business.
13. Communicate frequently and effectively with school personnel.
14. Maintain accurate and complete records as required.
15. Attend school functions as necessary.
16. Participate in the recruitment, selection, assignment and organization of staff to maximize the accomplishment of the school mission.
17. Perform additional tasks as requested by school, management company, or authorizer.

EVALUATION:

A performance evaluation will be completed at the end of each year.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: May 02, 2012

Kathryn E. Spiegel
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Evergreen Board of Directors at a properly noticed open meeting held on the 2 day of May, 2012, at which a quorum was present.

Gracie P. Holloway
Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

**EVERGREEN ACADEMY
ADMISSION POLICY AND CRITERIA**

1. Legal Requirements Relating to Admissions

- A. The Academy shall not discriminate on the basis of intellectual or athletic abilities.
- B. The Academy shall not discriminate on the basis of "measures of achievement or aptitude."
- C. The Academy shall not discriminate on the status as a handicapped person or any other basis that would be illegal for an existing school district.
- D. The Academy shall provide for the education of its pupils without discrimination as to religion, creed, race, sex, color or national origin. The Academy shall comply with all state and federal civil rights laws.
- E. The Academy shall not charge tuition (but may charge fees in the same manner as existing public schools).
- F. The Academy shall not enroll any student who is not a resident of this state, except a foreign exchange student.
- G. The Academy shall comply with all state and federal laws applicable to public schools concerning church-state issues.

2. Public Notice and Application/Enrollment Process

Notice of the enrollment period and application process will be designed to inform the persons most likely to be interested in the school. The time periods offered to those persons interested in enrollment and interview processes will include some evening and weekend times. If the Academy has more applicants than available space, it will select students (from among qualified applicants) using a random selection method. The Academy will give priority admission to siblings of students already enrolled and to students enrolled and admitted in the prior year.

The Academy will accept applications from the first day of school until the last business day in February of each year for the subsequent academic year. If applications exceed positions available, the last business day of February of each year shall be the deadline for applications to be drawn by random selection. Interested parties may obtain applications from either the Evergreen Academy, or the Foundation for Behavioral Resources at 600 South Lincoln Street, Augusta, MI 49012. Interested parties may also call Evergreen Academy or FBR at (269) 731-5775 to obtain applications. FBR will mail, email or fax applications to anyone requesting an application by telephone.

The Academy Board will provide notice of open enrollment by:

- (i) mailing written notice of the open enrollment period and an application to all families who inquire about Academy enrollment; and
- (ii) posting written notice of open enrollment period at the Academy's and FBR's principal offices; and

- (iii) either airing a public service announcement on local Cable television and/or radio announcing the open enrollment period and application process and/or
- (iv) printing a written notice of the enrollment period in the local newspaper.

3. 2012-2013 Application Procedure

People interested in applying for the 2012-13 school year may obtain applications at the FBR on weekdays beginning May 7, 2012, through June 1, 2012, between the hours of 8:00 a.m. and 4:00 p.m. FBR will mail, email or fax applications to anyone requesting an application by telephone. All applications received after June 1, 2012 but before the lottery will not be eligible to participate in the lottery.

4. Student Selection

After the first year, the deadline for applications shall be the last business day in February of every year. If the number of applicants for a classroom exceeds the number of positions available, the Academy will hold a random selection lottery during or prior to the second week of March. The random selection drawing shall be open to the public, and the Academy will notify all applicants of the time and place. Names will be drawn until all available classroom positions have been filled. Any remaining names will be drawn to establish waiting list priority to be used to fill openings during the school year for which the student applied. After all eligible names have been drawn, the Academy will add the names of applicants after the last business day in February. All post-deadline applicants will be added in the order in which they are received.

New students may be admitted after the start of the first semester if there are classroom openings. Similarly, the Academy may admit new students after the second semester begins, but only up to and through the business day prior to the second semester official student count day as established by the state if classroom openings exist. In either case, admissions will be of students drawn randomly from the eligible roll, or as above described by preference of prior enrollment or current family enrollments.

- The Academy may make an exception to this policy if the following two conditions apply:
 - 1) there is a classroom vacancy with the certified teachers employed as of the second semester, third quarter, official student count day as established by the state; and
 - 2) there are no other applicants on the waiting list eligible to fill that classroom vacancy.

Approved:

Kathryn E. Spriegel
Board President

Date: 5/2/12

and
the

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

EVERGREEN ACADEMY

2012 -2013 School Calendar

First Semester

August 29 th	Open House (3:00 – 6:00 Wednesday)
September 4 th	First Day of School
November 2 nd	Half Day for Students
	End of 1st Marking Period
November 5 th – 9 th	Parent/Teacher Conferences
November 21 st – 23 rd	Thanksgiving Recess
December 24 th – Jan 4 th	Winter Recess
January 7 th	School Resumes
January 18 th	Last Day of First Semester
January 21 st	No School- Professional Development

Second Semester

January 22 nd	First Day of Second Semester
February 18 th	No School
March 22 nd	Half Day for Students
	End of 3rd Marking Period
March 25 th – 28 th	Parent/Teacher Conferences
March 29 th – April 5 th	Spring Break
May 27 th	No School - Memorial Day
June 7 th	Last Day of School
	Half Day for Students

Kindergarten – Sixth 8:20 am – 3:30 pm

Lunch/Recess 12:05 pm – 12:55 pm

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

Evergreen Academy, located at 2121 Hudson Avenue, Kalamazoo, Michigan offers kindergarten through third grades to age-appropriate students. The Academy may add grades with written approval from the Charter Schools office or the Grand Valley State University Board of Trustees.

SCHEDULE 7-8

Address and Description of Proposed Physical Plant

Facility description

Evergreen Academy is planning to lease 14,000 sq ft in a building located at 2121 Hudson Street, Kalamazoo, Michigan 49008.

The leased premises will consist of 8 classrooms, a media center, staff lounge, kitchen, and several offices. The lease will include parking and playground space.

FOUNDATION FOR BEHAVIORAL RESOURCES
AND
EVERGREEN ACADEMY BOARD OF DIRECTORS

This lease agreement made and entered by and between the Foundation for Behavioral Resources, 600 South Lincoln Street, Augusta, Michigan 49012, herein after referred to as "landlord", and Evergreen Academy Board of Directors, 2121 Hudson Avenue, Kalamazoo, Michigan 49008, herein after referred to as "tenant."

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Description. For and in consideration of the reimbursements and covenants herein contained, landlord does hereby make available a building located at 2121 Hudson Avenue, Kalamazoo, Michigan, including adjacent land, playground and parking. The said building, consisting of approximately 14,000 square feet with the improvements thereon and appurtenances thereto, are hereinafter referred to as the "premises."
2. Term. The term of this Agreement shall commence on Aug 1, 2012 and terminate on June 30, 2013.
3. Cost Apportionment. The annual cost for space shall be \$ 170,000.00.
Payment shall be made in twelve installments in the amount of \$15,272.00. Payments shall commence on August 1, 2012 and continuing on the 1st day of each month thereafter through June 30, 2013.
4. Utilities. Water, gas, electricity and garbage disposal are the responsibility of the tenant.
5. Custodial. Tenant shall maintain the yard in and about the premises in a neat, tidy manner. Tenant shall be responsible for the removal of snow and ice from the sidewalk areas and shall provide janitorial maintenance for the entire building.
6. Use of the Premises. Parties to the agreement shall use the premises for the purpose of operating a public charter school. No other use will occur without the prior written consent of landlord.

Neither party shall permit the premises or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or maintained in the premises which would in any way:

- A. Violate any law, regulation or requirement of public authorities;
- B. Cause structural injury to the building or any part thereof;
- C. Interfere with the normal operations of the heating, ventilating, plumbing or other mechanical or electrical systems of the building;
- D. Constitute a public or private nuisance;
- E. Alter the appearance of the exterior of the building or any portion of the interior thereof;

7. Maintenance of the Premises. Landlord shall, provided it shall have knowledge of the need thereof, at its own expense, make all necessary structural repairs and maintain in good condition and make all repairs to the walls of the leased premises, the electrical wiring, plumbing, and heating facilities serving the premises, and any other repairs necessary to correct any latent defects. In the event any such repairs are necessitated by the acts, omissions, and/or negligence of the tenant, its agents, employees or invitees, then, in such event, landlord shall make repair but tenant shall be financially responsible for such repairs and maintenance. All damage to the premises and/or building caused by tenant, its servants, employees, agents, business invitees, or licensees (normal wear and tear expected) shall be repaired, restored, or replaced promptly by tenant to the reasonable satisfaction of landlord at sole cost and expense of tenant. All such repairs and any restorations or replacements required in connection therewith shall be of a quality and class at least equal to the original work or installations and shall be done in a good and workmanlike manner.

8. Insurance. Tenant shall provide fire, wind, and extended coverage insurance on the building in an amount acceptable to the landlord.

The tenant at its own cost and expense, shall maintain valid and enforceable insurance protecting and indemnifying landlord against any and all claims for injury or damage to persons or property or for the loss of life, or of property occurring upon, in, or about the leased premises. Such insurance shall have minimum limits during the term of this Agreement of not less than 1 million in respect of bodily injury or death of any one

person in respect of any one occurrence or accident and 2 million aggregate. Tenant shall maintain not less than \$1,500,000 insurance for property damage. Landlord shall be named as an additional insured on all policies, and Tenant shall provide an insurance certificate indicative thereof.

Tenant shall be responsible for maintaining such insurance upon its personal property as it shall deem necessary.

9. Waiver of Subrogation In Insured Loss. Each party agrees to include in its insurance policies a waiver of the insurer's right of subrogation against the other party. Each party hereby releases the other party with respect to any claim (including any claim for negligence) which it might otherwise have against the other party for loss, damages, or destruction, with respect to its property by fire or other casualty (including rental value or business interest as the case may be) occurring during the term of this Agreement to the extent loss is covered by an insurance policy maintained by the parties suffering the loss.

10. Improvements. It is agreed by the parties hereto that no modifications or alterations are to be made by tenant nor equipment installed without the express written consent for landlord. All such addition, modifications or alterations consented to by landlord are to be made only at the expense of tenant. Tenant shall save landlord harmless from all liens and encumbrances on the leased premises as a result of improvement installed by tenant.

Upon termination of this Agreement, said modifications or alterations may be removed and the premises in the area of the removal restored to a condition comparable with the area surrounding the removal area.

Any and all such additions, alterations and modifications shall be made in accordance with all laws, ordinances, or regulations applicable to the school premises.

11. Damage to or Destruction of the Premises. In the event the premises shall be destroyed by fire, casualty, or other cause during the term hereof, this Agreement shall terminate and all reimbursements herein provided shall be prorated to the date of destruction. In the event of partial destruction, landlord shall have the option of restoring the premises or terminating this Agreement. In the event of partial destruction, all

reimbursements herein provided shall be prorated for the portion rendered untenable until the same shall have been restored to a tenantable condition.

12. Assignment and Subletting. Tenant shall not, by operation of law or otherwise, assign, mortgage, or encumber this Agreement or sublet or permit the premises or any part thereof to be used by others, without landlord's prior written consent in each instance.

13. Access to Premises. Landlord shall have access to enter upon the premises at all reasonable hours for the purpose of inspecting, repairing, and, maintaining.

14. Default. In the event of the default of tenant in the reimbursements specified or any other payment to be made pursuant to this Agreement, or in the performance or observance of any of the conditions, agreements, or covenants of this Agreement, landlord may, at its option, after giving seven (7) days prior written notice thereof in the case of the default in payment of any money or after giving fourteen (14) days written notice thereof in the case of any other default, and in the further event that such default is not corrected within the relevant seven (7) or fourteen (14) day period, terminate this Agreement and re-enter the said premises and remove all persons therefrom pursuant to the statute in such case made and provided.

15. Quiet Enjoyment. Landlord warrants that tenant, upon paying the said reimbursements and performing the covenants herein contained, shall peacefully and quietly have, hold, and enjoy said premises during the term of this Agreement.

16. Notices. Any notices to be served pursuant to this Agreement shall be deemed satisfactorily served if mailed by ordinary mail with first-class postage pre-paid to the address of the party as herein set forth. Service of the notice shall be deemed made on the date following the mailing.

17. Continuity of Agreement. This Agreement shall be deemed binding upon the respective heirs, personal representative, successors and assigns of the parties hereto. It is further agreed that this Agreement supersedes and replaces all prior agreement, verbal or written, between the parties hereto and pertaining to the leased premises.

18. Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by landlord of payments by tenant with knowledge of the breach of any covenant of this Agreement shall not be deemed a waiver of such breach. No provision in this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by such party. No payment by tenant or receipt by landlord of a lesser amount than the monthly reimbursement herein stipulated shall be deemed to be other than on account of the earliest stipulated reimbursement, nor shall any endorsement or statement on any check or any letter accompanying and check or payment be deemed an accord and satisfaction, and landlord may accept such check or payment without prejudice to landlord's right to recover the balance of such reimbursement or pursue any other remedy provided in this Agreement.

19. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the balance of the terms and provisions of the Agreement shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

20. Surrender of Premises. Upon the expiration or the termination of this Agreement for any reason, tenant shall surrender the premises to landlord in like condition as when it took possession thereof, excepting ordinary wear and tear and damage by the elements, within seven (7) days of such expiration or termination. Any personal property not removed from the premises on or before seven (7) days after termination of the Agreement shall be deemed abandoned and landlord may remove said property from the premises without any obligation to reimburse tenant or any other owner thereof for its value.

24. State of Interpretation. This Agreement shall be interpreted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed
The day and year first above set forth.

Executed in the Presence of:

Alecia G. [Signature]

FOUNDATION FOR BEHAVIORAL
RESOURCES

By: Norman Peterson

Its: TREASURER

Executed in the Presence of:

Wendy M. Gardner

EVERGREEN ACADEMY BOARD OF
DIRECTORS

By: Kathryn E. Siegel

Its: PRESIDENT

fbragreement